

NOTE: A three-minute maximum time limit will be imposed on all comments from the public. A request form is available; fill it in and return to the Clerk prior to the start of the meeting. When you speak, you must come to the podium in the front and clearly state your name and address for the record. Please turn off or mute your cell phone or pager at the start of the meeting.

**TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FL 33154**

**RESCHEDULED
REGULAR COUNCIL MEETING
AGENDA**

November 28, 2022

7:00 P.M.

STATEMENT OF DECORUM

All comments must be addressed to the Council as a body and not to individuals. Any person making a racial or slanderous remark or who becomes boisterous while addressing the Town Council, staff, etc. shall be barred from the audience by the presiding officer. No profanity, shouting, heckling, verbal outbursts, or disruptive behavior in support of or opposition to a speaker or his/her remarks is permitted. Please mute or turn off your cell phone or other electronic devices at the start of the meeting. Failure to do so may result on being barred from the meeting. Persons exiting the Chambers shall do so quietly.

CALL TO ORDER at approximately 7:00 P.M.

PLEDGE OF ALLEGIANCE:

ROLL CALL

SPECIAL PRESENTATION:

1. Retirement of Officer Kathy Sullivan

REQUESTS FOR WITHDRAWALS, DEFERMENTS AND FUTURE AGENDA ITEMS:

TOWN MANAGER'S REPORT:

COUNCIL REPORTS: Each Council Member will be afforded two (2) minutes to make their reports.

PUBLIC COMMENT

There is a three (3) minute time limit for each speaker during public comment and a two (2) minute time limit for each speaker during all other agenda items. Your cooperation is appreciated in observing the three (3) minute rule. If you have a matter you would like to discuss which requires more than three (3) minutes, please arrange a meeting with the Town Manager or appropriate administrative official. A request form is available from staff; please fill it in and return it to the Town Clerk prior to the start of the meeting if you would like to speak during public comment. Please come forward to the podium, give your name and address, and the name and address of the organization you are representing if any.

COMMITTEE REPORTS:

CONSENT AGENDA: *(Consent agenda items are those which are routine, do not require discussion or explanation prior to Town Council action, or have already been discussed and/or explained and do not require further discussion or explanation. Items can be removed from the consent agenda by the request of an individual Council member for independent consideration provided such request is made prior to the vote on the consent agenda.)*

2. **Consideration and Approval** of an agreement between the Town of Bay Harbor Islands and ClearGov for ClearGov Budget Preparation Setup and Subscription Fees, via BuyBoard Purchasing Cooperative, not to exceed \$30,000 per year for Fiscal Years 2022 through 2025, under the piggyback purchase provisions, pursuant to Section 2-1.2(6) of the Town's Procurement Regulations. The total cost of ClearGov Budget Preparation Setup and Subscription Fees will be \$106,600.00. Enclosed is a copy of the proposed ClearGov Service Order.
3. **Consideration and Approval** of the Council Meeting dates for the 2023 calendar year. Enclosed is a copy of the calendar of the proposed dates.
4. **Consideration and Approval** of an agreement between the Town of Bay Harbor Islands and David Caserta Government Relations, Inc. for consulting services related to government relations efforts at the State level. Enclosed is a copy of the proposed agreement.
5. **Consideration and Approval** of an agreement with a vendor/venue to host the Annual Employee Banquet.
6. **Consideration and Approval** of an Agreement between the Florida Department of Transportation and the Town of Bay Harbor Islands Regarding the Shepard Broad Causeway Bridge. Enclosed is a copy of the agreement.

STAFF RECOMMENDATION: Approve.

POLL VOTE

PUBLIC HEARING

7. **Discussion and Possible action** with respect to the appeal filed by Attorney David E. Sacks, with the law firm of Pathman Schermer Tandy, LLP, on behalf of Carroll Walk Condominium Association, Inc. at 9751 East Bay Harbor Drive, regarding the Design Review Board's November 1st approval of a new multi-family dwelling for 9781 Bay Harbor Development, LLC, concerning property located at 9781 East Bay Harbor Drive, Lot 28 of Block 4, Bay Harbor Islands, Florida. Enclosed are the Letter of Appeal, development application package, and a letter from opposing counsel, Joseph A. Ruiz, Esq., Wernick & Co. Email correspondence was received from Mr. Sacks on November 22nd requesting the appeal be tabled until an appropriate time. The other party whose project was approved by the DRB and appealed, has not agreed to postpone the matter.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

ORDINANCES ON SECOND READING:

ORDINANCES ON FIRST READING:

8. **Consideration and Approval** of an ordinance on First Reading amending Sections 23-16.1 and 23-16.2 of the Town Code pertaining to Moratorium and Zoning in Progress. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ZONING AND PLANNING; AMENDING SECTION 23-16.1 TO BE ENTITLED MORATORIUM AND PROVIDING FOR PROCEDURAL CHANGES; PROVIDING FOR A NEW SECTION 23-16.2 ENTITLED ZONING IN PROGRESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

9. **Consideration and Approval** of an ordinance on First Reading amending the Town Code, by creating a new Section 23-30.1 with provisions for Mechanically Stacked Parking Lifts, introduced by Council Member Bruder. Enclosed is a copy of the proposed ordinance.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO MECHANICAL AND ROBOTIC PARKING SYSTEMS; CREATING SECTION 23-30.1 ENTITLED "MECHANICAL AND ROBOTIC PARKING SYSTEMS"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

DEFERRED ITEMS:

TOWN MANAGER ITEMS: *(Town business items requiring Council approval)*

10. **Consideration and Approval** of a Resolution regarding FY 2022-2023 Budget Amendment No. 1 to (i) appropriate monies in the FY 2022-2023 Budget to fund the cost of the Town Public Works Director and Town Planner Positions and review of the Comprehensive Plan and the Town Charter; and (ii) for the replacement of three (3) sanitary sewer pumps at the Main Pump Station D and Discharge Piping Rehabilitation project. The actual cost of the sanitary sewer pumps project was reduced from \$1,194,350 to \$900,000, due to the different specifications required by Miami-Dade County. Only \$772,000 will need to be appropriated from reserves as \$128,000 is currently available in the current Fiscal Year revenues. The work is critical and considered an emergency. The project resulted from Hurricane Ian and the cost will be submitted to FEMA for potential reimbursement.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, APPROVING BUDGET AMENDMENT NO. 1 FOR THE FISCAL YEAR 2022/2023 BUDGET; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

STAFF RECOMMENDATION: Approve

POLL VOTE

11. **Discussion and Possible Action** regarding re-appointment of members to the Design Review Board for the 2022-2024 Term. Enclosed are applications/resumes for appointment and reappointments.

STAFF RECOMMENDATION: Council's Discretion

POLL VOTE

12. **Discussion and Possible** action regarding a Memorandum of Understanding between Bay Harbor Islands and the PBA regarding the "Military Service Buy Back Program" multiplier for Police Officer Alan Castellanos. Sponsored by Council Member Stephanie Bruder. Enclosed are supporting documents.

DISCUSSION ITEMS:

13. **Discussion and Possible** action authorizing the Town Manager to issue RFP's as necessary to solicit partners for The Children's Trust Youth Development Grant response.
14. **Cancellation** of the December Design Review Board Meeting, introduced by Council Member Bruder.

ADJOURNMENT: Set for 11:00 p.m. *(Any items not addressed by 11:00 PM, will be continued to the following day at 7:00 PM)*

Pursuant to Florida Statutes 286.0105, the Town hereby advises the public that should any person decide to appeal any decision of the Town Council with respect to any matter to be considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AGENDA ITEM REPORT

November 28, 2022

ITEM NUMBER: 2.

ITEM: Consideration and Approval of an agreement between the Town of Bay Harbor Islands and ClearGov for ClearGov Budget Preparation Setup and Subscription Fees, via BuyBoard Purchasing Cooperative, not to exceed \$30,000 per year for Fiscal Years 2022 through 2025, under the piggyback purchase provisions, pursuant to Section 2-1.2(6) of the Town's Procurement Regulations. The total cost of ClearGov Budget Preparation Setup and Subscription Fees will be \$106,600.00. Enclosed is a copy of the proposed ClearGov Service Order.

DESCRIPTION:

Consideration and Approval of an agreement between the Town of Bay Harbor Islands and ClearGov for ClearGov Budget Preparation Setup and Subscription Fees not to exceed \$30,000 for Fiscal Years 2022 through FY 2025.

ClearGov's cloud-native Budget Cycle Management suite provides efficiency at every step of the process, in order for the Town Management to budget better. ClearGov's financial solutions are easy-to-use, complement the Town of Bay Harbor Islands' existing ERP and accounting systems, and automatically deliver web-based results that the Town's Community and Stakeholders will appreciate. ClearGov will facilitate automation of the following: Capital Outlay Budgeting, Personnel Budgeting, and Operational Budgeting. The software is designed to issue an ADA-compliant Digital Budget Book, as well as provide transparency.

ClearGov is a member of BuyBoard. BuyBoard contracts have already been through a competitive procurement process, saving members the time and cost of preparing RFP's and bids. The BuyBoard is a purchasing cooperative that enables public entities governed by competitive bidding requirements to take advantage of proposals awarded by a cooperative. The Town of Bay Harbor Islands will "piggy back" off of BuyBoard Cooperative Purchasing contract with ClearGov, pursuant to Section 2-1.2(6) of the Town's Procurement Regulations.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

Thirty Thousand Dollars (\$30,000) was appropriated in the FY 2022-2023 Budget approved by the Town Council on September 28, 2022, for the Budget Preparation software subscription fees for Fiscal Year 2022-2023. There is no additional fiscal impact on the current budget. The total cost of ClearGov Budget Preparation Setup and Subscription Fees will be \$106,600.00. Therefore, approximately \$30,000.00 will need to be budgeted for Fiscal Year 2023-2024 and Fiscal Year 2024-2025.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
ClearGov Contract	11/28/2022	\$27,500.00	001.5130.400034.000	Budget Preparation Software	\$30,000.00

Submitted By: Peter Kajokas, Finance Director
Peter Kajokas, Finance Director

ATTACHMENTS

1.	ClearGov Budget Service Order 11.30.2022
2.	BuyBoard Cooperative Purchasing

Created by	Nathaniel Pecina
Contact Phone	512.507.5879
Contact Email	npecina@ClearGov.com

Order Date	Nov 15, 2022
Order valid if signed by	Nov 30, 2022

Customer Information					
Customer	Town of Bay Harbor Islands, FL	Contact	Maria Lasday	Billing Contact	Peter Kajokas
Address	9665 Bay Harbor Terrace	Title	Town Manager	Title	Finance Director
City, St, Zip	Bay Harbor Islands, FL 33154	Email	pkajokas@bayharborislands-fl.gov	Email	pkajokas@bayharborislands-fl.gov
Phone	(305) 866-6241			PO # (If any)	

The Services you will receive and the Fees for those Services are...		
Set up Services	Tier/Rate	Service Fees
ClearGov Setup: Includes activation, onboarding and training for ClearGov solutions.	Tier 2	\$ 9,000.00
ClearGov Setup Bundle Discount: Discount for bundled solutions.	Tier 2	\$ (3,600.00)
Total ClearGov Setup Service Fee - Billed ONE-TIME		\$ 5,400.00
Subscription Services	Tier	Service Fees
ClearGov Operational Budgeting - Civic Edition	Tier 2	\$ 12,700.00
ClearGov Personnel Budgeting - Civic Edition	Tier 2	\$ 12,100.00
ClearGov Capital Budgeting - Civic Edition	Tier 2	\$ 8,500.00
ClearGov Digital Budget Book - Civic Edition	Tier 2	\$ 7,750.00
ClearGov Transparency - Civic Edition	Tier 2	\$ 6,950.00
ClearGov Budget Cycle Management Bundle Discount: Discount for bundled solutions.	Tier 2	\$ (21,600.00)
Total ClearGov Subscription Service Fee - Billed ANNUALLY IN ADVANCE		\$ 26,400.00

ClearGov will provide your Services according to this schedule...			
Period	Start Date	End Date	Description
Setup	Dec 1, 2022	Dec 1, 2022	ClearGov Setup Services
Pro-Rata	Dec 1, 2022	Sep 30, 2023	ClearGov Subscription Services
Initial	Oct 1, 2023	Sep 30, 2026	ClearGov Subscription Services

To be clear, you will be billed as follows...		
Billing Date(s)	Amount(s)	Notes
Dec 1, 2022	\$ 5,400.00	One Time Setup Fee
Dec 1, 2022	\$ 22,000.00	10 Month Pro-Rata Subscription Fee
Oct 1, 2023	\$ 26,400.00	Annual Subscription Fee
Oct 1, 2024	\$ 26,400.00	Annual Subscription Fee
Oct 1, 2025	\$ 26,400.00	Annual Subscription Fee
Additional subscription years and/or renewals will be billed annually in accordance with pricing and terms set forth herein.		
Billing Terms and Conditions		
Valid Until	Nov 30, 2022	Pricing set forth herein is valid only if ClearGov Service Order is executed on or before this date.
Payment	Net 30	All invoices are due Net 30 days from the date of invoice.
Rate Increase	3% per annum	After the Initial Service Period, the Annual Subscription Service Fee shall automatically increase by this amount.

General Terms & Conditions

Customer Satisfaction Guarantee	During the first ninety (90) days of the Service, Customer shall have the option to terminate the Service, by providing written notice. In the event that Customer exercises this customer satisfaction guarantee option, such termination shall become effective immediately and Customer shall be eligible for a full refund of the applicable Service Fees.
Statement of Work	ClearGov and Customer mutually agree to the ClearGov Service activation and onboarding process set forth in the attached Statement of Work.
Taxes	The Service Fees and Billing amounts set forth above in this ClearGov Service Order DO NOT include applicable taxes. In accordance with the laws of the applicable state, in the event that sales, use or other taxes apply to this transaction, ClearGov shall include such taxes on applicable invoices and Customer is solely responsible for such taxes, unless documentation is provided to ClearGov demonstrating Customer's exemption from such taxes.
Term & Termination	Subject to the termination rights and obligations set forth in the ClearGov Service Agreement, this ClearGov Service Order commences upon the Order Date set forth herein and shall continue until the completion of the Service Period(s) for the Service(s) set forth herein. Each Service shall commence upon the Start Date set forth herein and shall continue until the completion of the applicable Service Period. To be clear, Customer shall have the option to Terminate this Service Order on an annual basis by providing notice at least sixty (60) days prior to the end of the then current Annual Term.
Auto-Renewal	After the Initial Period, the Service Period for any ClearGov Annual Subscription Services shall automatically renew for successive annual periods (each an "Annual Term"), unless either Party provides written notice of its desire not to renew at least sixty (60) days prior to the end of the then current Annual Term.
Agreement	This ClearGov Service Order shall become binding upon execution by both Parties. The signature herein affirms your commitment to pay for the Service(s) ordered in accordance with the terms set forth in this ClearGov Service Order and also acknowledges that you have read and agree to the terms and conditions set forth in the ClearGov Service Agreement found at the following URL: http://www.ClearGov.com/terms-and-conditions . This Service Order incorporates by reference the terms of such ClearGov Service Agreement.

Customer

Signature	
Name	Maria Lasday
Title	Town Manager

ClearGov, Inc.

Signature	
Name	Bryan A. Burdick
Title	President

Please e-mail signed Service Order to Orders@ClearGov.com or Fax to (774) 759-3045

Customer Upgrades (ClearGov internal use only)

This Service Order is a Customer Upgrade	No	If Yes: Original Service Order Date	
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Statement of Work

This Statement of Work outlines the roles and responsibilities by both ClearGov and Customer required for the activation and onboarding of the ClearGov Service. ClearGov will begin this onboarding process upon execution of this Service Order. All onboarding services and communications will be provided through remote methods - email, phone, and web conferencing.

ClearGov Responsibilities

- ClearGov will activate ClearGov Service subscription(s) as of the applicable Start Date(s). ClearGov will create the initial Admin User account, and the Customer Admin User will be responsible for creating additional User accounts.
- ClearGov will assign an Implementation Manager (IM) responsible for managing the activation and onboarding process. ClearGov IM will coordinate with other ClearGov resources, as necessary.
- ClearGov IM will provide a Kickoff Call scheduling link to the Customer's Primary Contact. Customer should schedule Kickoff Call within two weeks after the Service Order has been executed.
- ClearGov IM will provide a Data Discovery Call scheduling link to the Customer's Primary Contact. Customer should schedule Data Discovery Call based on the availability of Customer's staff.
- ClearGov will provide Customer with financial data requirements and instructions, based on the ClearGov Service subscription(s).
- ClearGov will review financial data files and confirm that data is complete, or request additional information, if necessary. Once complete financial data files have been received, ClearGov will format the data, upload it to the ClearGov platform and complete an initial mapping of the data.
- After initial mapping, ClearGov will schedule a Data Review call with a ClearGov Data Onboarding Consultant (DOC), who will present how the data was mapped, ask for feedback, and address open questions. Depending upon Customer feedback and the complexity of data mapping requests, there may be additional follow-up calls or emails required to complete the data onboarding process.
- ClearGov will inform Customer of all training, learning, and support options. ClearGov recommends all Users attend ClearGov Academy training sessions and/or read Support Center articles before using the ClearGov Service to ensure a quick ramp and success. As needed, ClearGov will design and deliver customized remote training and configuration workshops for Admins and one for End Users - via video conference - and these sessions will be recorded for future reference.
- ClearGov will make commercially reasonable efforts to complete the onboarding process in a timely fashion, provided Customer submits financial data files and responds to review and approval requests by ClearGov in a similarly timely fashion. Any delay by Customer in meeting these deliverable requirements may result in a delayed data onboarding process. Any such delay shall not affect or change the Service Period(s) as set forth in the applicable Service Order.

Customer Responsibilities

- Customer's Primary Contact will coordinate the necessary personnel to attend the Kickoff and Data Discovery Calls within two weeks after the Service Order has been executed. If Customer needs to change the date/time of either of these calls, the Primary Contact will notify the ClearGov CSM at least one business day in advance.
- Customer will provide a complete set of requested financial data files (revenue, expense, chart of accounts, etc.) to ClearGov in accordance with the requirements provided by ClearGov.
- Customer's Primary Contact will coordinate the necessary personnel to attend the Data Discovery and Data Review calls. It is recommended that all stakeholders with input on how data should be mapped should attend. Based on these calls and any subsequent internal review, Customer shall provide a detailed list of data mapping requirements and requested changes to data mapping drafts in a timely manner, and Customer will approve the final data mapping, once completed to Customer's satisfaction.
- Customer will complete recommended on-demand training modules in advance of customized training & configuration workshops.
- Customer shall be solely responsible for importing and/or inputting applicable text narrative, custom graphics, performance metrics, capital requests, personnel data, and other such information for capital budget, personnel budget, budget books, projects, dashboards, etc.



ONE-STOP SHOP FOR PROCUREMENT

WHAT BUYBOARD® CAN DO FOR YOU

Combining the purchase power of local governments provides members—big and small—the leverage to achieve better pricing on products, equipment, and services they use every day. There is power in numbers, and BuyBoard has delivered the vast economies of scale in purchasing products and services to members since 1998.

VALUE AND CHOICE

With a wide range of contracts available, members will find almost everything needed to support their organization. The BuyBoard philosophy has always been that members know best which products they need, and the choice of vendor is their decision to make.

MEMBER GOVERNED

The Cooperative is governed by an eight-member board of directors representing members from different parts of the country. The board's only function is to govern the Cooperative and award all the contracts directly with no delegation of authority to staff.

EFFICIENCY AND COST SAVINGS

Because the competitive procurement process has been completed, members save time and resources that would have been spent preparing and conducting a formal RFP. Cost savings can be achieved through the competitive price of the product and the reduction of internal administrative time and effort.

COMPLIANCE AND TRANSPARENCY

BuyBoard contracts have already been through a competitive procurement process, saving members the time and cost of preparing RFPs and bids. In many states, a purchasing cooperative enables public entities governed by competitive bidding requirements to take advantage of proposals awarded by a cooperative.

This provides members compliance with local and state procurement requirements and a documented audit trail. Transparency in the procurement process is treated with a high degree of focus and is of paramount importance. All vendors are treated on equal terms and are on the same plane of competition.

REQUEST FOR QUOTES (RFQ) APPLICATION

BuyBoard's RFQ functionality allows members to request pricing on volume needs from multiple vendors. This convenient and efficient process can be finalized in a matter of days, versus weeks or months, for a typical formal bid/proposal.

SUPPORT OF PUBLIC EDUCATION AND LOCAL GOVERNMENTS

BuyBoard was created to support and serve public schools, municipalities, counties, and all types of local government agencies and nonprofits. That support and service is evidenced in the list of organizations that sponsor the BuyBoard and in turn support their respective membership. Purchasing through the BuyBoard means your agency is helping to support the statewide organizations that support you.



Contact Jennifer Lansden to see how the BuyBoard can help you save money!

Jennifer.lansden@buyboard.com | (423) 322-3765



Frequently Asked Questions

What Florida laws govern the use of cooperative contracts or 'piggybacking'?

A: Florida law allows this alternative to a competitive bidding process, provided the applicable requirements in <https://www.flsenate.gov/Laws/Statutes/2018/0163.01> are satisfied.

Does the BuyBoard meet the definition of a Public (Lead) Agency?

A: Yes. Under 163.01(b), "Public agency" means a political subdivision, agency, or officer of this state or of any state of the United States, including, but not limited to, state government, county, city, school district, single and multipurpose special district, single and multipurpose public authority, metropolitan or consolidated government, a separate legal entity or administrative entity created under subsection (7), an independently elected county officer, any agency of the United States Government, a federally recognized Native American tribe, and any similar entity of any other state of the United States. The National Purchasing Cooperative (BuyBoard) is a political subdivision created in accordance with Maryland state statutes, MD. Code Ann., State Fin. & Proc. §13-110 (West 2009). Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods and services.

What does it cost to become a BuyBoard member?

A: This is a free value-added service being provided to you by the FSBA. There is no cost to join or use any of the contracts and is open to all types of local government agencies as well as non-profits. Revenue to operate the BuyBoard comes from a small service fee payable by participating contracted vendors and is generated only when a member makes a purchase. Much of the revenue is given back to support Florida public education.

How do I order products through the BuyBoard?

A: All awarded items, services or catalogs will be posted on the BuyBoard website, so that cooperative members can search for and select items. The steps for making a purchase are listed below:

1. Select an Awarded BuyBoard Vendor
2. Request a Quote per the BuyBoard Contract
3. Issue and send the PO to the Vendor and List Contract Number
4. Email copy of the PO to info@buyboard.com

How do I join and who should I reach out to if I have further questions?

A: Membership is super easy. Go to the BuyBoard website, click on the National Tab and then "How to Join".

For assistance - Please reach out to your BuyBoard contact **Jennifer Lansden**
(Jennifer.lansden@buyboard.com) at (423) 322-3765

AGENDA ITEM REPORT

November 28, 2022

ITEM NUMBER: 3.

ITEM: Consideration and Approval of the Council Meeting dates for the 2023 calendar year. Enclosed is a copy of the calendar of the proposed dates.

DESCRIPTION:

The proposed 2023 Council Meeting dates will continue to be scheduled for the second Wednesday of the month with the exception of the month of April, which will be the third Wednesday due religious holiday.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	2023 Council Meetings Dates
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**REGULAR COUNCIL MEETING
MEETING DATES AND DEADLINES - 2023
(Second Wednesday of each month)**

Deadline for Agenda Items	Council Meeting Dates
Wednesday, December 28, 2022	Wednesday, January 11, 2023
Wednesday, January 25, 2023	Wednesday, February 8, 2023
Wednesday, February 22, 2023	Wednesday, March 8, 2023
Wednesday, April 5, 2023	Wednesday, April 19, 2023
Wednesday, April 26, 2023	Wednesday, May 10, 2023
Wednesday, May 31, 2023	Wednesday, June 14, 2023
Wednesday, July 26, 2023	Wednesday, August 9, 2023
Wednesday, August 30, 2023	Wednesday, September 13, 2023
Wednesday, September 27, 2023	Wednesday, October 11, 2023
Wednesday, October 25, 2023	Wednesday, November 8, 2023

AGENDA ITEM REPORT

November 28, 2022

ITEM NUMBER: 4.

ITEM: Consideration and Approval of an agreement between the Town of Bay Harbor Islands and David Caserta Government Relations, Inc. for consulting services related to government relations efforts at the State level. Enclosed is a copy of the proposed agreement.

DESCRIPTION:

The proposed agreement between the Town and David Caserta Government Relations, Inc. ("Consultant") is for consulting services related to government relations efforts at the State level. Consultant is hereby retained as an independent consultant to assist the Town regarding its governmental efforts at the State level. Consultant will track legislation and work with elected officials and staff to provide effective representation to ensure modification, passage or defeat of government action.

The term of this Agreement shall commence November 1, 2022 and terminates on October 31, 2023. Consultant or Town may terminate this Agreement at anytime for a breach of this Agreement or for any justifiable reason, and the non-breaching party shall be entitled to pursue all available legal rights and remedies.

Enclosed is a copy of the proposed agreement.

RECOMMENDED ACTION:

Approval.

FINANCIAL ANALYSIS:

This item is budgeted for FY 22-23. There is no additional fiscal impact.

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Town Lobbyist	10/14/2022	\$54,400	001.5120.400031.000		\$60,000

Submitted By: Maythe Martin, Executive Asst. to Town Manager

ATTACHMENTS

1.	bay harbor agreement 2022-23
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AGREEMENT

This Agreement for services is entered into this 1st day of November 2022 by and between, Town of Bay Harbor Islands (Town @ 9665 Bay Harbor Terrace, Bay Harbor, Florida 33154) and David Caserta Government Relations, Inc., (Consultant@ 15165 NW 77th Avenue #1001, Miami Lakes, Florida 33014).

WHEREAS, Town is a municipal government located in Miami-Dade County; and

WHEREAS, Town is in need of consulting services at the State level; and

WHEREAS, Consultant shall assist Town with its government relations efforts at the State level.

NOW THEREFORE, for ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby mutually agreed as follows:

1. Recitals. The above recitals are true and correct and incorporated as part of this agreement.

2. Consultant Services. Consultant is hereby retained as an independent consultant to Town to assist Town in its government relations efforts at the State level. Consultant will track legislation and work with elected officials and staff in an effort to provide effective representation in order to ensure modification, passage or defeat of government action. Consultant's services are limited to providing the above stated service and Consultant is

not obligated to provide any other additional services without a written amendment to this Agreement. Company Acknowledges that Consultant shall comply with all Lobbying laws and requirements set forth in Florida Statutes 11.045.

3. Term. The term of this Agreement shall commence effective as of November 1, 2022 and end on October 31, 2023.

4. Compensation. In consideration for this Agreement, Town shall pay Consultant a fee of Fifty Thousand Four Hundred Dollars (\$50,400.00) for services. Fee shall be payable as follows;

- \$4,200.00 payable on November 1, 2022.
- \$4,200.00 payable on 1st day of each month thereafter with the last payment due and payable on October 1, 2023, unless a written extension is authorized by all parties.

5. Expenses. Town shall also pay the Consultant, for all reasonable costs incurred and all expenditures made on behalf of the Client, including, but not limited to, travel, lodging, and meals in conjunction with representation of the Client. Such amount shall be immediately due and payable. Expenses, for the term of this agreement, shall be limited to \$4,000, unless modified in writing and authorized by all parties.

6. Relationship of Parties

6.1 Consultant's and Town, their agents, representatives, and employees shall, under no circumstances, be deemed partners, joint venturers, agents, employees or

representatives of the other. Consultant's are independent contractors and shall not be liable in any way whatsoever for the nature and quality of the work performed by Town. In performing Services under this Agreement, Consultants shall operate as and have the status of an independent contractor and shall not act as or be an agent or employees of Town. All of Consultant's activities shall be at its own risk and Consultant shall not be entitled to Workers' Compensation or similar benefits or other insurance protection provided by Town. As independent contractors, Consultant shall be solely responsible for determining the means and methods for performing the Services. Consultant will determine the time, the place, and the manner in which they will provide the Services. Town will receive only the results of Consultant's Services. Town shall provide no office space, secretarial services, or other support for Consultant's Services.

6.2 The Town agrees that Consultant assume no liability to the Town or any third party with respect to the performance or the action or inaction of the Town. Consultant agrees that Town assumes no liability to any third party with respect to the performance or the action or inaction of Consultants.

6.3 The Town and Consultant hereby agree to indemnify and hold each other, their officers, directors, shareholders and employees harmless from and against any and all claims, causes, losses, obligations, judgments, liabilities, expenses, damages and costs whatsoever, including attorneys' fees and costs at arbitration, trial and appellate levels, which in any way arise from such Party's action or inaction. This indemnification shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

7. Termination. Consultant or Town may terminate this Agreement at anytime for a breach of this Agreement or for any justifiable reason and the non-breaching party shall be entitled to pursue all available legal rights and remedies.

8. Enforceability. Any provision of this Agreement prohibited by law or by court decree in any locality or state shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement as if the provision or part declared void or invalid had never been incorporated in the Agreement and the remainder of the Agreement shall continue to bind all parties.

9. Notice. For purposes of serving written notice herein, the respective addresses of the parties, unless changed by notice in writing, shall be as noted in the first paragraph of this Agreement. Any notice required or desired hereunder shall be deemed given upon receipt.

10. Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of Florida.

11. Jurisdiction and Venue. Jurisdiction and venue shall lie in the State Courts of Miami-Dade County, Florida for any dispute which arises out of this agreement.

12. Modification. This Agreement contains the full terms agreed to by the parties and shall not be modified, except in writing, signed by both parties.

13. Waiver. Failure to enforce any provision hereof shall not constitute a waiver of a party's right thereafter to enforce each and every such provision or any other provision.

14. Arbitration. In the event of any dispute arising out of this Agreement the parties agree that the same shall be submitted for binding arbitration in accordance with the rules of the American Arbitration Association, then in effect. Arbitration shall be in Miami-Dade County, to be held before a single arbitrator.

15. Attorneys' Fees. The prevailing party in any dispute shall be entitled to recover all costs and expenses, including attorneys' fees, including fees for trial and appellate courts.

16. Caption and Numbers. The captions and numbers appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such numbers, nor in any way affect this Agreement. Any pronouns or words shall refer to masculine, feminine or neuter, singular or plural, as the context requires.

17. Assignment. This Agreement shall be binding upon the parties hereto.

18. Authority. The individuals signing below represent and warrant that they have the authority to bind their respective companies to this Agreement.

19. Consultant shall use his best efforts in carrying out the responsibilities set forth in this agreement, but does not guarantee any outcome relating to such services.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date before written.

David Caserta Government Relations, Inc.

By: _____
David Caserta, President (Consultant)

Town of Bay Harbor Islands,
through its Town Manager

By: _____
Maria Lasday, Manager

(Town Seal)

AGENDA ITEM REPORT

November 28, 2022

ITEM NUMBER: 5.

ITEM: Consideration and Approval of an agreement with a vendor/venue to host the Annual Employee Banquet.

DESCRIPTION:

The Annual Employee Banquet has not been held in the past two years due to COVID. The Town is resuming all activities as normal for Fiscal Year 22-23; one of those activities is the Employee Banquet. Consequently, we have been obtaining quotes for possible venues to host the event.

We have received quotes from three venues: Gulfstream Park, Miami Shores Country Club and Rusty Pelican. After careful review of all venues (location, price, dinner selections), the Town Staff suggests that the banquet take place at Rusty Pelican on Wednesday, January 25, 2023 from 6pm-10pm or at Miami Shores Country Club on January 26, 2023 from 6pm-10pm.

The amount currently carried forward in the budget for the banquet is \$50,000 (\$25k for FY 20-21 / \$25K for FY 21-22). The anticipated expense for the banquet for this FY will not exceed \$40,000. This amount should cover the venue, dinner, DJ, centerpieces, awards and employee gifts. The Town would like to proceed to engage the services of the Rusty Pelican or Miami Shores Country Club.

RECOMMENDED ACTION:

Suggested approval of contract with Rusty Pelican or Miami Shores Country Club

FINANCIAL ANALYSIS:

Cost of FY 22-23 banquet will be approximately \$40,000. The amount needed to be carried forward in the budget FY 2022-2023 for the banquet is \$50,000 (\$25k for FY 20-21 / \$25K for FY 21-22).

BUDGET IMPACT:

Name	Impact Date	Fund(s)	Account(s)	Project #(s)	Amount Budgeted
Town Employees Banquet	11/28/2022	\$40,000.00	001.5137.400048.000 Promotional Activities	Town Employee Banquet	\$50,000.00

Submitted By: Jenice Rosado, Assistant Town Manager

ATTACHMENTS

1.	Miami Shores Country Club - BAY HARBOR ISLAND PARTY (01-26-23)
2.	Miami Shores Country Club 2023
3.	Gulfstream Park 2023
4.	Rusty Pelican 2023
5.	Rusty Pelican =Bayharbor Island Employee Banquet

MIAMI SHORES COUNTRY CLUB
Food and Beverage CONTRACT

Date November 16, 2022
Deposit \$2,500.00 (PENDING)
Account #

Date of Function THURSDAY JANUARY 26 TH , 2023
Function CITY OF BAY HARBOR ISLAND PARTY
Attendance 230-300
Reception 6:00PM
Contact Person SHAUN GELVEZ
Email Address sgelvez@bayharborislands-fl.gov
Business Phone 305-607-1327

Room(s) VILLAGE/MIAMI/SHORES
Minimum Guarantee 230
Meals 7:15PM Depart 10:30PM
Price per Person \$69.95+=\$83.94 / \$72.95+=\$87.54
Minimum revenue:
Tax exempt certificate REQUIRED
Initials:

Menu	Beverages																												
<p>- SILVER -</p> <p>Cocktail Hour <i>Four Butler Passed Hors d' Oeuvres</i></p> <p>Sesame Chicken Satay with Thai Peanut Sauce Spinach and Goat Cheese Stuffed Mushroom Asian Beef Skewer Mini Spring Rolls, Sweet Chili Sauce</p> <p>Salad - Select One - Shores Garden Salad Or Classic Caesar Salad</p> <p>Entrée - Choose One or Two - Sautéed Breast of Chicken Piccata with Lemon Caper Sauce Lemon - Herb Roasted Half Chicken Ricotta and Spinach Stuffed Breast of Chicken with Roasted Garlic Cream Sauce Maple-Bourbon Glazed Fillet of Salmon +\$3.00 Mahi Mahi with Caribbean Salsa +3.00 Marinated Churrasco Steak with Chimichurri +\$7.00</p> <p>Side Items - Choose Two - Garlic Mashed Potato - Rosemary Potatoes Rice Pilaf - Roasted Seasonal Vegetable Medley Sautéed Green Beans - Asparagus wrapped with Carrot Ribbon Broccoli</p> <p>Freshly Baked French Rolls and Butter</p> <p>Dessert - Select One - Key Lime Pie, Chocolate Layer Cake, or Cheesecake</p>	<p><i>Three Hour Unlimited Open Bar Featuring Club Brand Liquors, Domestic Beers, Chardonnay, Cabernet Sauvignon and Rosé Wines, Assorted Soft Drinks and Fresh Fruit Juices</i></p> <p><i>Coffee, Water, and Tea Service included</i></p> <p>NO CONFETTI ALLOWED (\$300 FEE FOR CLEANUP)</p> <p>Set Up Instructions</p> <table><tr><td>Head Table</td><td></td></tr><tr><td>Table Setup</td><td></td></tr><tr><td>Centerpieces</td><td>CUSTOMER WILL PROVIDE</td></tr><tr><td>Podium With Mike</td><td></td></tr><tr><td>Free Standing Mike</td><td></td></tr><tr><td>Gift Table</td><td></td></tr><tr><td>Cake Table</td><td></td></tr><tr><td>Reception Table</td><td></td></tr><tr><td>Dance Floor</td><td>YES</td></tr><tr><td>Risers</td><td></td></tr><tr><td>Valet Charge</td><td>NO VALET</td></tr><tr><td>Misc Charge</td><td></td></tr><tr><td>Napkin Color</td><td>IVORY</td></tr><tr><td>LINEN</td><td>IVORY FLOOR LENGTH</td></tr></table> <p>Please Note: As a result of Covid-19 pandemic, to ensure the safety and well-being of both patrons and staff and in conformance with CDC, WHO, Florida Department of Health and Miami Dade County, Miami Shores Country Club will be following and strictly enforcing all policies, procedures and restrictions that are in place at the time of the Event. As Guidelines are continuously revised and updated, MSCC reserves the right to modify, reschedule or cancel the Event in order to ensure its compliance.</p> <p>Initials:</p> <p>PRICE SEE ABOVE</p>	Head Table		Table Setup		Centerpieces	CUSTOMER WILL PROVIDE	Podium With Mike		Free Standing Mike		Gift Table		Cake Table		Reception Table		Dance Floor	YES	Risers		Valet Charge	NO VALET	Misc Charge		Napkin Color	IVORY	LINEN	IVORY FLOOR LENGTH
Head Table																													
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Napkin Color	IVORY																												
LINEN	IVORY FLOOR LENGTH																												

All the above costs are plus gratuities (15%), service charges (5%) and sales tax. WE MUST HAVE A GUARANTEE 72 HOURS IN ADVANCE FOR WHICH YOU WILL BE CHARGED EVEN IF FEWER GUESTS ATTEND.

ACCEPTED: Customer by its signature acknowledges that it has read this agreement and attached Banquet Policies, understands it and agrees to all its terms and conditions.

By: _____
Patron’s Name

By: JENNY ARANGUREN_ ____
MSCC Representative Name

By: _____
Patron’s Signature

By: _____
MSCC Representative Signature

Date: _____

Date: _____

BANQUET POLICIES

All reservations and agreements are made upon, and are subject to the rules and regulations of Miami Shores Country Club, herein referred to as THE CLUB, and the following conditions:

- 1) The quotation herein is subject to a proportionate increase to meet increased costs of foods, beverages, and other costs of operation existing at the time of performance of our undertaking by reason of increases in present commodity prices, labor costs, taxes or currency values. PATRON expressly grants the right to THE CLUB to raise the prices herein quoted or to make reasonable substitutions on the menu and agrees to pay such increased prices and to accept such substitutions.
- 2) In arranging for private functions, the attendance must be specified at least 72 hours in advance. This number will be considered a guarantee not subject to reduction and charges will be made accordingly. If the guarantee is not given to THE CLUB 72 hours in advance, then THE CLUB will consider the last estimated number as said guarantee. THE CLUB shall be prepared to seat and serve 5% over this figure. Additional guests over the guarantee will be billed at the contracted price.
- 3) All federal, state, and municipal taxes which may be imposed or be applicable to the agreement and to the services rendered by THE CLUB are in addition to the process herein agreed upon, and the PATRON agrees to pay them additionally.
- 4) No food or beverages will be permitted to be brought into THE CLUB by the patron or any of the patron's guests or invitees from outside sources. Should any guest be found to have alcohol in his/her possession or consumed by minors, the management reserves the right to close the bar immediately or to terminate the function entirely at patron's expense.
- 5) Performance of this agreement is contingent upon the ability of THE CLUB to complete the same and is subject to disputes or strikes, accidents, government (federal, state, or municipal) requisitions, restrictions upon travel, transportation, foods, beverages, or supplies, and other causes whether enumerated herein or not, beyond control of management which interfere with or prevent performance. In no event shall THE CLUB be liable for loss of profit or for similar or dissimilar collateral or consequential damages whether based on breach of contract, warranty or otherwise.
- 6) THE CLUB reserves the right to approve all subcontracts, as well as any special requests or arrangements.
- 7) Patron shall be responsible for any damages or losses to the premises or others during the time they are in control of the function, caused by Patron, or any of the Patron's employees, subcontractors, agents, guests, or other persons attending the function. THE CLUB does not assume any responsibility for and is not liable for any damages to or loss of any merchandise, samples, equipment or any goods or personal property exhibited, displayed, or left in THE CLUB prior to or following the function.
- 8) Decorations and/or decorating materials must conform to Local Fire Department Regulations. Under no circumstances are banners, streamers, or materials of any kind to be affixed or attached to walls, curtains, or any other surface in any room.
- 9) For your convenience, service charge (5%) and gratuities (15%) will be added to your check. This gratuity is voluntary and may be increased, reduced, or deleted to reflect the quality of service that you received.
- 10) All events must be fully paid 1 week prior to the event by Personal or Company Check, or by Cashier's Check, Money Order or Cash 72 hours before the day of the function. If there is any remaining balance, payment is required upon termination of the function.
- 11) No Rice, Birdseed or Confetti allowed on the premises or parking lot.
- 12) THE CLUB reserves the right to change room, or rooms, as specified in this contract, if the number of guests changes, or if deemed necessary by THE CLUB.
- 13) Due to health standards, food is not allowed to be taken out of the premises.

INITIALS

- 14) Patron agrees to begin the function on the scheduled time and agrees to have their guests and invitees vacate the designated functions space at the departure time indicated. The Patron further agrees to pay THE CLUB \$5.50 per guest per hour (\$7.50 per guest per hour if includes bar service “Club Brands”, \$10.50 “Call Brands” and \$13.50 for “Premium Brands”) over and above the prices quoted herein, based on the original count of guests as guaranteed; if the event is extended beyond the departure time as stipulated in the Event Order.
- 15) THE CLUB reserves the right to exclude or eject any and all objectionable persons from the function, or THE CLUB’S premises, without liability.
- 16) In the event that Patron is a corporation, partnership, association, club-society, the person signing this agreement for such entity represents to THE CLUB that he has full authority to sign such contract and that in the event that he is not so authorized, he will be personally liable for the faithful performance of this contract and payment in full for all amounts due THE CLUB hereunder by Patron.
- 17) The function shall be conducted by the Patron in an orderly manner in full compliance with all of the rules and regulations of THE CLUB and with applicable laws, ordinances and regulations.
- 18) Miami Shores Country Club will refund the deposit of a cancelled function only if the reserved date, time slot and room have been rebooked for another function.
- 19) In the event it becomes necessary for THE CLUB to consult an attorney or institute any action or proceedings relating to the collection of any sum under this banquet agreement, THE CLUB shall be entitled to reasonable attorney fees and costs incurred.
- 20) When you provide a check as payment, you authorize Miami Shores Country Club to use the check banking information to make a one-time electronic fund transfer from your account. Funds may be withdrawn from your account as soon as the same day we receive your payment and you will not receive your check back from your financial institution. You may opt-out of this procedure by writing “Opt-out” on the check with your initials.

Acknowledged _____ **Date** _____

Name of Party / Event _____ **Date of Event** _____

Account Number _____

Event Packages

- SILVER -

Ivory Floor Length Linen and Mahogany Chivari Chairs

Three Hour Open Bar Featuring Club Brand Liquors

Choice of Four Butler Passed Hors d' Oeuvres

Three Courses Served Dinner

Complimentary Self-Parking

Dance Floor

Customized Floor Plan

Vegetarian, Vegan and Gluten Free Meals Available Upon Request

Prices Based on a Minimum of 50 Guests

Pre-Determined Choice of Entrées will be Billed at Higher Priced Entrée

All Prices are Per Person and Subject to Gratuities, Service Charge & Sales Tax

- SILVER -

*Three Hour Unlimited Open Bar Featuring Club Brand Liquors,
Domestic Beers, Chardonnay, Cabernet Sauvignon and Rosé Wines,
Assorted Soft Drinks and Fresh Fruit Juices
Traditional Champagne Toast*

Cocktail Hour

- Choice of Four Butler Passed Hors d' Oeuvres -

Sesame Chicken Satay with Thai Peanut Sauce

Spinach and Goat Cheese Stuffed Mushroom

Grilled Veggie Bruschetta

Hummus on Toast Points, Topped with Roasted Red Bell Pepper

Asian Beef Skewer

Traditional Deviled Eggs

Spicy Spinach Stuffed Mushrooms

Potato Truffle Marbles with Parmesan Cheese

Polenta, Topped with Roasted Tomato and Pearl Mozzarella

Mini Spring Rolls, Sweet Chili Sauce

Fresh Fruit Skewer

*Upgrade to the Gold Hors d' Oeuvres Package **+\$2.00***

Selections Below May be Added to the Package

*Presentation of Fresh Seasonal Fruits + **\$3.00***

Domestic and Imported Cheeses,

*Accompanied with an Assortment of Breads and Crackers + **\$4.00***

*Vegetable Crudités **+\$3.00***

*Mediterranean Display **+\$3.00***

*Antipasto Display **+\$8.00***

*Seafood Display **+\$15.00***

Prices Based on a Minimum of 50 Guests

Pre-Determined Choice of Entrées will be Billed at Higher Priced Entrée

All Prices are Per Person and Subject to Gratuities, Service Charge & Sales Tax

- SILVER -

Salad

- Select One -

Shores Garden Salad

Or

Classic Caesar Salad

Entrée

- Choose One or two -

Sautéed Breast of Chicken Piccata with Lemon Caper Sauce

Lemon - Herb Roasted Half Chicken

Ricotta and Spinach Stuffed Breast of Chicken with Roasted Garlic Cream Sauce

Maple-Bourbon Glazed Fillet of Salmon

Mahi Mahi with Caribbean Salsa

*Marinated Churrasco Steak with Chimichurri **+\$7.00***

Side Items

- Choose Two -

Garlic Mashed Potato - Rosemary Potatoes

Rice Pilaf - Roasted Seasonal Vegetable Medley

Sauteed Green Beans - Asparagus wrapped with Carrot Ribbon

Broccoli

Freshly Baked French Rolls and Butter

Dessert

- Choose One -

Key Lime Pie, Chocolate Layer Cake, or Cheesecake

Arabica Bean Regular and Decaffeinated Coffee or Tea Service

\$72.95++=

\$93.67 all inclusive

Prices Based on a Minimum of 50 Guests

All Prices are Per Person

BANQUET

menu



GULFSTREAM PARK

BREAKFAST



CONTINENTAL

22

Orange | Grapefruit | Cranberry Juice
Butter Croissant | Danish | Muffins | Bagels
Lemon Pound Cake
Sweet Butter & Preserves
Freshly Brewed Coffee, Decaffeinated, Assorted Teas
Tropical Fruit

AMERICAN

28

Orange | Grapefruit Juice
Scrambled Eggs | Garden Chives
Smoked Bacon
Sausage Link
Breakfast Potatoes | Roasted Peppers
Assorted Breakfast Pastries
Fruit Salad
Sweet Butter & Seasonal Preserves
Freshly Brewed Coffee, Decaffeinated, Assorted Teas

CHEF ATTENDANT STATION

8

Omelet | Benedict

Attending Chef required 75

Prices are exclusive of 7% sales tax and 22% service charge | 30 guests minimum



BREAKFAST ADDITIONS

Cinnamon French Toast Pecans Maple Syrup Powdered Sugar	5
Smoked Salmon Toasted Mini Bagels Chive Cream Cheese Capers Onions	6
Cranberry Granola Pumpkin Seeds Greek Yogurt Seasonal Blueberries	5
Traditional Pancake Honey Ricotta Nutella Maple Syrup	6

BEVERAGES

Mango Melon Rice Milk & Fresh Mint Smoothie	8
Green Apple Celery Kale Spinach Ginger Flax Juice	8
Homemade Swiss Hot Chocolate Marshmallows	4
Orange Organic Carrot Ginger Agave Syrup	8
Berries Smoothie	6

BLOODY MARY BAR

Vodka Gin Spices & Hot Sauce Celery Olives Pickled Green Beans	
Bloody Caesar	10

LUNCH BOX



VEGETARIAN

22

Red Organic Quinoa Salad
Black Bean & Rice Vegetable Spinach Wrap
Chili Broccoli, Three Bean Chili & Broccoli
Chocolate Chip Cookies

TEX-MEX

25

Chicken or Beef Wrap | Black Beans Spread
Corn Pico de Gallo
Jicama Cucumber Salad
Seasonal Melon | Chili Lime Syrup

FRONT RUNNER

24

Caprese Salad
Vegetable Orzo Salad, Vinaigrette
Chicken Panini
Oven Dried Tomato | Smoked Mozzarella
Caramelized Balsamic Onions
Raisin Bar

All lunch boxes include bottled water
Minimum of 10 selected lunch box

Prices are exclusive of 7% sales tax and 22% service charge | 30 guests minimum

BUFFET LUNCH



SEABISCUIT

35

Choice of One

Tomato Soup with Basil Cream

New England Clam Chowder

Choice of Two

Chopped Salad, Ranch Dressing & Balsamic

Vegetable Wheatberry Salad Homestead Grilled Vegetable

Mediterranean Vinaigrette

Egg Salad Quinoa & Edamame Salad

Mini Sandwiches on Assorted Rolls & Pretzel Bread

Roast Beef, Smoked Turkey, White Albacore Tuna,

Marinated Portobello

Pickles, Lettuce, Tomato, Cheese

Kettle Chips

Choice of Two

Assorted Cookies

Lemon Squares

Fruit Salad

Brownies

Artisan Bread & Sweet Butter

Freshly Brewed Coffee | Decaffeinated

Assorted Teas

Prices are exclusive of 7% sales tax and 22% service charge | 30 guests minimum

AFFIRMED

45

Hummus & Baba Ghanoush
Toasted Pita Chips
Greek Salad & Feta
Cracked Tabouleh Salad

Hariisa Marinated Chicken Kebab
Lemon Orzo Pasta

Slow Braised Beef Short Rib Grilled
Couscous | Artichokes | Sun Dried Tomatoes

Seared Atlantic Salmon Dill Sauce
Kale | Kalamata Olive Rice Pilaf | Mediterranean Ratatouille

Choose of Two

Caramelized Lemon Tart
Candied Orange & Milk Chocolate Cake
Roasted Hazelnut Pot de Crème

Freshly Brewed Coffee | Decaffeinated
Assorted Teas

Prices are exclusive of 7% sales tax and 22% service charge | 30 guests minimum



AMERICAN PHAROAH

52

Choice of Two

Caesar Salad

Parmesan Cheese | Caesar Dressing

Broccoli & Chicken Salad

Almonds | Mayo | Stone Ground Mustard | Cayenne | Parsley

Roasted Fingerling Potato Salad

Avocado | White Balsamic Dressing

Iceberg Wedge

Tomatoes | Cucumbers | Carrots | Pepper Ranch Dressing

Baked Chicken | Buttermilk Biscuits

Barbecue Beef Brisket | Mesquite Barbecue Sauce

Garlic Cumin Pork Loin

Atlantic Salmon | Citrus Sauce

Double Smoked Baked Beans

Smashed Potatoes | Sour Cream & Cheese

Buttery Sweet Corn on the Cob

Choice of Two

Brandied Cherry Chocolate Cake

Pecan Caramel Bar & Sea Salt

Key Lime Pie

Artisan Bread & Sweet Butter

Freshly Brewed Coffee | Decaffeinated

Assorted Teas

Prices are exclusive of 7% sales tax and 22% service charge | 30 guests minimum

THEMED BREAKS



RACE BOOK

15 per person

Tortilla Chips, Guacamole & Salsa

Carrot & Celery Sticks with Ranch & Blue Cheese Dressing

Mini Corn Dogs

Mac & Cheese Balls

Pretzel Bites, Cheddar Cheese Sauce

AT THE MOVIES

13 per person

Popcorn | Regular, White Cheddar, & Caramel

Assorted Candy Bars

Mini Salted Pretzels, Yellow Mustard

Nacho & Cheese

WARM COOKIE BREAK

11 per person

Assorted Homemade Cookies:

Chocolate Chip, Oatmeal Raisin,

Peanut Butter, White Chocolate

Macadamia Nut

Whole Milk, Soy Milk

Iced Coffee

CREATE YOUR OWN TRAIL MIX

9 per person

Selection of Nuts, Seeds, Dried, Fruit & Sweets

Homemade Power Bars

Prices are exclusive of 7% sales tax and 22% service charge | 20 guests minimum

1	28
Vegetable Chopped Salad Farro Quinoa	
Light Honey Goat Cheese Dressing Jicama Juliene	
Naked Adena Burger Kale Cole Slow Potato Straw	
Cheesecake	
2	35
Rainbow Cauliflower Red Quinoa Arugula Shaved Parmesan White Balsamic	
Roasted Lemon Thyme Chicken Potato & Brie Mash Asparagus	
Portobello Jus	
Key Lime Pie	
3	32
Mixed Greens Tomatos Cucumber Croutons	
Parmesan Chicken Piccata Tomato Basil Orzo Pasta Grilled Zucchini	
Red Pepper Coulis	
Chocolate Cheese Cake Raspberry Compote	
4	38
Heirloom Tomatoes Mozzarella Light Garlic Croutons Basil Salsa	
Mirin Soy Atlantic Salmon Ginger Scallion Fried Rice Plum Sauce Crispy Noodles	
Citrus Panna Cotta Berries	
5	42
Organic Kale Avocado Soaked Raisins Spicy Almonds Pecorino Cheese	
Braised Adena Short Rib Stone Ground Polenta Candy Carrots Strawberry	
Short Cake Whipped Cream	

PLATED LUNCH



Prices are exclusive of 7% sales tax and 22% service charge | 30 guests minimum

HORS D'OEUVRES



COLD

		Per Piece
Field	Caprese on a Stix Garden Basil Balsamic Syrup Vegetable & Avocado Summer Roll Sweet Chili Sauce Hummus Cherry Tomato Crispy Pita	3
Farm	Cured Parma Ham Balsamic Reduction Pulled Smoked Chicken Brandied Apricot Nut Cracker Adena Beef Tenderloin Roquefort Shortbread Horseradish Cream Sliced Chicken Breast Asparagus Salad Plum Sauce Glace Candied Maple Bacon Boursin Garlic Crumbs	4
Ocean	Ahi Tuna Poke Juicy Pear Pine Nuts Mint Pacific Shrimp Thai Barbecue Sauce Pickled Jicama Salmon Tartar Zucchini Togarashi Rice Cracker Seafood Ceviche Farm Peppers Lime Cilantro	5

HOT

Field	Portobello Mini Quiche Asiago Cheese Spanakopita Yogurt Crispy Vegetable Spring Roll Sweet Chili Coconut Shrimp Sweet Chili	3
Farm	Ham Croquettes Honey Dijon Beef Slider Tomato & Onion Marmalade Swiss Cheese Crispy Chicken Osso Bucco Garlic Chili Pigs in a Blanket Mustard	4
Ocean	Maryland Crab Cake Lemon Aioli Tempura Prawns Soy Chili Dip Salmon Piccata Citrus Chutney	5

Prices are exclusive of 7% sales tax and 22% service charge | 30 guests minimum

RECEPTION THEME STATIONS

SALAD

14

Asian Chicken Salad

Pulled Chicken | Savoy Cabbage | Red Onions | Cilantro | Lime

Crispy Wonton | Salted Peanuts | Sweet Chili Dressing

Cesar Salad

Parmesan Cheese | Croutons | Caesar Dressing

Organic Kale Salad

Young Kale | Avocado | Soaked Raisin | Juicy Pear

Grated Pecorino | White Balsamic

Crab Louie

3 up charge

Crabmeat | Iceberg Lettuce | Heirloom Tomato | Chives

Traditional Louie Dressing

SLIDER

18

BBQ Pulled Chicken Slider

Pineapple Ketchup | Crispy Onions

Adena Beef Slider

Cheddar Cheese | Butter Lettuce | Tomato | Pickles

Salmon Slider

Cucumber Relish | Dill Sour Cream | Arugula

PASTA

16

Penne

Sausage | Basil Tomato Sauce | Oregano

Roasted Spinach Ravioli

Basil Pesto | Mozzarella | Gemelli | Parmesan Cream | Broccolini

Crispy Prosciutto | Crushed Red Chili | Garlic Herb Focaccia

SUSHI, SASHIMI & POKE (2 Pieces Each)

25

Nigiri & Sushi Roll | White Rice

Spicy Ahi Tuna | Shrimp | Salmon & Avocado

Sashimi

Yellow Tail | Atlantic Salmon | Ahi Tuna | Snapper

Low Sodium Soy Sauce | Wasabi | Pickled Ginger

POKE

18

Yellow Fin Poke

Soy | Sesame Oil | Pineapple | Hawaiian Sea Salt | Thai Basil

Red Snapper Poke

Ginger | Red & Green Onion | Seaweed | Red Chili Flakes

Plantain Chips

PAELLA STATION

16

Long Grain Rice | Saffron | Chorizo | Mussels

Shrimp | Clams | Calamari | Lobster

Roasted Red Peppers | Garden Peas

Prices are exclusive of 7% sales tax and 22% service charge | 40 guests minimum

RECEPTION THEME STATIONS & PLATTERS

CARVING STATIONS

Sliced Tenderloin	18
Wellington	18
Prime Rib	16
Steamship Round	14
Grilled Salmon	14
Tuna	16

Chef attendant 75

DESSERT

Long Stem Strawberry	19
Grand Marnier Vanilla Dark Chocolate Rum	
Lemon Squares Raspberry Tart Walnut Brownie	
Chocolate Truffles	
Vanilla & Honey Yogurt Panna Cotta	

FRUIT

10

Pineapple | Papaya
Seasons Best Melon | Honeydew | Cantaloupe | Watermelon
Strawberries | Raspberries | Blueberries

CREAMERY

14

International Cheese Selection | Italian Parmesan
Irish Cheddar | Normandy Brie | Italian Gorgonzola
Laura Chenel Goat Cheese | Wisconsin Farmstead Asiago
Smoked Gouda

Red Flame Grape | Dried Apricots & Figs | Walnuts & Almond
Artisanal Bread | Lavash | Crackers

CHARCUTERIE

15

Parma Ham | Sopressata | Italian Mortadella | Capicola
Austrian Smoked Speck | Cooked Ham | Spanish Chorizo

Tomato & Onion Marmalade | Grain Mustard | Orange Dijon
Rosemary Kalamata Olives | Balsamic Cipollini

Artisanal Breads | Garlic Grissini

Prices are exclusive of 7% sales tax and 22% service charge | 40 guests minimum

PLATED DINNER

- 55 3 Course | Salad, Entree, Dessert
62 4 Course | Appetizer, Salad, Entree, Dessert
68 4 Course | Choice of Entrees | 30 Guests Maximum

APPETIZER: Choice of One

Jumbo Lump Crab Cake | Mango Jalapeno Salsa | Kale & Jicama
Avocado Toast | Charred Pineapple | Lemon
Smoked Chicken Boniato Puree | Roasted Shitake | Sweet Peas | Caviar | Pecorino
Mozzarella French Toast | Smoked Salmon | Chive Cream Fraiche | Crispy Capers
Thai Beef Salad | Meze Green Papaya | Cilantro | Red Onions | Red Chili
Crispy Rice Noodles
Mediterranean Hummus | Baba Ghanoush | Feta | Kalamata Olives
Pappadom

SALAD: Choice of One

Salt Roasted Golden Beets | Goat Cheese | Candied Pecans | Arugula
Passion Fruit Vinaigrette
Heirloom Tomatoes | Burrata | Crispy Pancetta | Focaccia Croutons
Balsamic Glaze
Cesar Romaine Lettuce | Parmesan | Light Garlic Dressing
Field Greens | Poached Pear | Asparagus | Balsamic Raisins | Blue Cheese
Lemon Brown Sugar Vinaigrette
Kale | Avocado | Red Grapes | Pine Nuts | Grated Pecorino | Roasted
Shallot Dressing

ENTREE: Choice of One

Wild Salmon | Lemon Quinoa | Maple Glazed Asparagus | Chive Beurre Blanc
Soy Seared Snapper | Crab Fried Rice | Sesame Bok Choy | Light Teriyaki
Braised Short Rib | Polenta Cake | Root Vegetables | Baby Carrots
Crispy Shallots
Dijon Chicken Breast | Orange Orzo Pasta | Braised Leek | Merlot Reduction
Double Cut Pork Chop | Farro Risotto | Honey Carrots
Apple Chutney Pancetta
Flank Steak | Gratin Potato | Green Beans & Fire Roasted Peppers
Au Jus & Horseradish
Red Vegetable Curry | Black Rice | Thai Basil | Crispy Shallots

DESSERT: Choice of One

Almond Cake | Blueberries | Raspberries | Chantilly Cream
Passion Fruit Panna Cotta | Mango Jelly | Mascarpone Cream
Flowerless Espresso Chocolate Tart | Sabayon Chocolate Frosty
Almond Berry Tart | Vanilla Anglaise | Brown Sugar & Sour Cream Ice
Ginger Crème Brulee | Lychee & Vanilla
Vanilla Cheese Cake | Nutella Cream | Hazelnut Grissini

All dinners include: Artisan Bread & Sweet Butter
Freshly Brewed Coffee | Decaffeinated
Assorted Teas

Entree Duets Available Upon Request at 4 Additional

Prices are exclusive of 7% sales tax and 22% service charge | 30 guests minimum

FLORIDA SUNSHINE BUFFET MENU

SALAD

55

Choice of Two

Spring Mix

Artisan Greens | Carrots | Red Onions | Cucumbers
Cherry Tomatoes | Balsamic Vinaigrette | Ranch Vinaigrette

Cesar

Romaine Hearts | Parmesan Cheese | Herbed Croutons
Cesar Dressing

Potato

Red Bliss | Mayonnaise | Cilantro | Spicy Mustard | Scallions

Chicken & Broccoli

Almonds | Mayo | Stone Ground Mustard | Cayenne | Parsley

STARCH

Choice of Two

Roasted Garlic Mashed Potatoes

Red Bliss | Chives

Rice Pilaf

Carrots | Celery | Onion | Bay Leaves

Jardinera Yellow Rice

Green Peas | Edamame | Peppers | Turmeric

Mac & Cheese

Elbow Pasta | Aged Cheddar Cream | Japanese Breadcrumbs

VEGETABLES

Choice of Two

Ratatouille

Japanese Eggplant | Baby Zucchini Sunburst | Roma Tomato
Herbs | Baby Bok Choy

Green Beans Almondine

Toasted Almonds | Garlic Chips | Brown Butter

Broccoli & Carrots

Steamed | Caramelized Shallot Butter | Herbs

PROTEIN

Choice of Two

Mojo Roasted Pork Lion

Garlic | Naranja Agria | Cilantro

Grilled Salmon

Shrimp | Dill Cream Sauce | Citrus Jus | Herbs

Pan Seared Mahi-Mahi

Chablis | Garlic | Tomato Basil Sauce

Chicken Marsala

Mushrooms | Garlic | Parsley | Demi Glaze

Grilled Frank Steak

Chimichurri | Garlic | Parsley | Beef Jus

DESSERTS

Choice of Two

Key Lime

Strawberry Shortcake

Bread Pudding

ROYAL PEGASUS BUFFET MENU

SALAD

65

Choice of Two

Baby Kale

Red Onions | Hard Boiled Egg | Grape tomatoes
Dressing: Vidalia Onions, Ranch, Thousand Island, Balsamic

Cesar

Romaine Hearts | Parmesan Cheese | Herbed Croutons
Cesar Dressing

Mozzarella

Fresh Mozzarella | Grape tomatoes | Basil | Balsamic | Olive oil

Edamame

Romaine lettuce | Croutons | Parmesan Cheese

Crab

Mango | Mayo | Old Bay | Parsley | Dijon Mustard

STARCH

Choice of Two

Potato Au Gratin

Sliced Potato | Béchamel | Parmesan Cheese

Truffle Fingerling Potatoes

Olive Oil | White Truffle Oil | Himalayan Salt

Lobster Mac & Cheese

Elbow Pasta | Main Lobster | Aged Cheddar Cream

VEGETABLES

Choice of Two

Roasted Green Beans

Sliced Honey Mushrooms | Garlic Chips | Pink Himalayan
Salt Herbs

Roasted Vegetable Medley

Zucchini | Squash | Sweet Peppers | Red Onions

Baby Carrots

Sautéed | Caramelized Shallot Butter | Herbs

PROTEIN

Choice of Two

Braised Short Ribs

Scallions | BBQ Sauce

Miso Seabass Glazed

Ginger Soy | Baby Choy

Wild Salmon

Pistachio Crusted | Paprika | Coconut Milk Broth | Leeks

Stuffed Chicken Breast

Artichokes | Spinach | Feta Cheese | Cream Sauce

Braised Mini Osso Bucco

Wild Mushrooms | Tomato Sauce

Petite Fillet

Grilled | Shitake | Mushrooms | Beef Jus

DESSERTS

Choice of Two

White Chocolate Mousse

Vanilla Sponge

Chocolate Marble Cheesecake

Our Chef will be delighted
to customize a menu
to your exact dietary preferences.



For booking and additional information
please contact Ray Briels 954.457.6957
Banquet Menus 2020 | Menus are subject to change



Special Event Menus



S|E

SPECIALTY EVENTS

— Rusty Pelican Miami —

3201 Rickenbacker Cwy., Key Biscayne, FL 33149 | 305.361.3818 | specialtyevents.com
therustypelican.com | [f / specialtyevnt](https://www.facebook.com/specialtyevnt) | [t / specialtyevnt](https://twitter.com/specialtyevnt) | [@ / specialtyevnt](https://www.instagram.com/specialtyevnt)


RUSTY PELICAN
WATERFRONT RESTAURANT • LOUNGE • EVENTS

SPECIAL EVENT PACKAGE ONE

Change description to read: Table Linen, House Chairs, Warm Bread and Butter,
Choice of One Salad, Choice of One Plated Entrée, Chef's Custom Dessert

SALADS

Little Gem Caesar little gem lettuce, shaved parmesan, garlic roasted croutons, crisp capers

House Mixed Greens seasonal blend of organic greens, avocado, tomatoes, smoked tomato vinaigrette

PLATED ENTRÉES

Garlic Grilled Chicken butter whipped mashed potatoes, grilled broccolini, pan jus

Rosemary Bistro Filet herb roasted potatoes, chef's seasonal vegetable, thyme demi-glaze

Sautéed Broccolini & Crispy Tofu soy honey glazed tofu, ginger broccoli purée, roasted red pepper, sunflower seeds

Pan Seared Salmon roasted garlic mashed potatoes, sautéed seasonal vegetables, caper, lemon cream

DESSERT

Chef's Selection

BEVERAGES

Unlimited Coca-Cola products Coke, Diet Coke, Sprite, Lemonade, Tea, Coffee and Water

SPECIAL EVENT PACKAGE TWO

Table Linen, House Chairs, Warm Bread and Butter, Choice of Two Hors d'Oeuvres, Choice of One Salad, Choice of Two Entrées, Chef's Custom Dessert

HORS D'OEUVRES

HOT

Vegetable Spring Roll
Coconut Shrimp
Grilled Chicken Skewer
Turkey Meatballs Skewer
Chicken Tostada

COLD

Tomato Bruschetta
Goat Cheese Crostini
Tomato Mozzarella Skewer

SALADS

Little Gem Caesar little gem lettuce, shaved parmesan, garlic roasted croutons, crisp capers

House Mixed Greens seasonal blend of organic greens, avocado, tomatoes, smoked tomato vinaigrette

PLATED ENTRÉES

Garlic Grilled Chicken butter whipped mashed potatoes, grilled broccolini, pan jus

Rosemary Bistro Filet herb roasted potatoes, chef's seasonal vegetable, thyme demi-glace

Sautéed Broccolini & Crispy Tofu soy honey glazed tofu, ginger broccoli purée, roasted red pepper, sunflower seeds

Pan Seared Salmon roasted garlic mashed potatoes, sautéed seasonal vegetables, caper, lemon cream

DESSERT

Chef's Selection

BEVERAGES

Two Hours Beer and Wine Service

Unlimited Coca-Cola products coke, diet coke, sprite, lemonade, tea, coffee and water

SPECIAL EVENT PACKAGE THREE

Table Linen, House Chairs, Warm Bread and Butter, Choice of Four Hors d'Oeuvres, Choice of One Salad, Choice of Two Entrées, Chef's Custom Dessert

HORS D'OEUVRES

HOT

Vegetable Spring Roll
Coconut Shrimp
Grilled Chicken Skewer
Turkey Meatballs Skewer
Chicken Tostada

COLD

Tomato Bruschetta
Goat Cheese Crostini
Tomato Mozzarella Skewer

SALADS

Little Gem Caesar little gem lettuce, shaved parmesan, garlic roasted croutons, crisp capers

House Mixed Greens seasonal blend of organic greens, avocado, tomatoes, smoked tomato vinaigrette

PLATED ENTRÉES

Garlic Grilled Chicken butter whipped mashed potatoes, grilled broccolini, pan jus

Rosemary Bistro Filet herb roasted potatoes, chef's seasonal vegetable, thyme demi-glace

Sautéed Broccolini & Crispy Tofu soy honey glazed tofu, ginger broccoli purée, roasted red pepper, sunflower seeds

Pan Seared Salmon roasted garlic mashed potatoes, sautéed seasonal vegetables, caper, lemon cream

DESSERT

Chef's Custom Dessert

BEVERAGES

Wine Service with dinner

Four Hour Deluxe Bar

Unlimited Coca-Cola products coke, diet coke, sprite, lemonade, tea, coffee and water

ENHANCEMENTS

HORS D'OEUVRES

Per Person
Minimum Count 25

HOT

Crab Cake Bite

Pig n Blanket

Marinated Beef Skewer

COLD

Ahi Tuna Poke

Shrimp Cocktail

VEGETARIAN

Tomato Gazpacho

Mushroom Goat Cheese Tart

APPETIZERS

Crab Cake served with chipotle aioli

Shrimp Cocktail served with cocktail sauce

Corvina Ceviche sweet potatoes, choclo, lime juice, onion, aji amarillo, cilantro

SALADS

Wedge iceberg lettuce, tomatoes, scallions, crispy bacon, homemade blue cheese dressing

Beet cherry tomatoes, arugula, champagne vinaigrette

Goat Cheese cheese cucumber, mixed greens, goat cheese, tomato relish, champagne vinaigrette

Heirloom Tomato balsamic marinated strawberries, crunchy basil, ricotta cheese

ENTRÉES

8oz Filet fingerling potatoes, asparagus, wild mushroom demi-glace

8oz Manhattan Steak (NY)
sautéed mushrooms, onions,
fingerling potatoes

Halibut Creamy Coconut Orzo arugula,
corn salad, roasted red pepper coulis

Chilean Seabass sweet Thai chili sauce,
black forbidden rice

Shrimp Scampi garlic butter

Lobster chef's choice of vegetable,
herb drawn butter

Surf & Turf grilled filet mignon & broiled
lobster tail, mash potatoes, grilled
broccolini, herb drawn butter

Chicken Parmesan topped with
provolone, mozzarella served with
linguini pomodoro

Prime Rib au jus, horseradish crème,
Chef's choice of vegetable

Portobello Mushroom Ravioli roasted
mushrooms, spinach puree,
truffle vinaigrette

Garden Vegetable Risotto peas,
mushroom, organic carrots, finished
with rosemary, parsley

MINGLING STATIONS

Attendant required

Street Tacos seasoned ground beef, shredded chicken, lettuce, tomatoes, pico de gallo, guacamole, sour cream, jalapeño, cilantro, cheddar and cotija cheeses served with soft flour and crunchy corn tortillas

Sushi (6 pieces per person) assortment of sushi rolls, sashimi and nigiri served with wasabi, pickled ginger and soy sauce

Snacks gourmet popcorn with truffle salt, individual bagged potato chips, chocolate dipped pretzels, licorice

On the Fry french fries, sweet potato fries, tater tots aioli, ketchup, ranch, beef slider, chicken slider

Southern BBQ brisket sliders, fried chicken & waffles, nashville hot chicken, collard greens, jalapeño corn bread

Raw Bar oysters on the half-shell, ceviche, shrimp cocktail, crab legs, cocktail sauce, mignonette, lemon

Antipasto american charcuterie, italian sausage, marinated mediterranean grilled vegetable medley, hummus, olive tapenade, roasted tomato cream cheese served with baguettes, focaccia and pita breads

Cheese assorted international and artisanal domestic cheeses

Pasta rigatoni, pappardelle, penne, spaghetti tossed tableside with chicken breast, italian sausage, shrimp, vegetables, parmesan and your choice of sauces; pomodoro, wild mushroom cream and basil pesto

CARVING STATIONS

Priced per person, comes with attendant

Atlantic Salmon caper/lime tartar sauce

Oven - Roasted Turkey

Honey Spiral Ham

Suckling Pig

Roasted Prime Rib au jus and horseradish cream



WATERFRONT RESTAURANT • LOUNGE • EVENTS

[illegible]

AGENDA ITEM REPORT

November 28, 2022

ITEM NUMBER: 6.

ITEM: Consideration and Approval of an Agreement between the Florida Department of Transportation and the Town of Bay Harbor Islands Regarding the Shepard Broad Causeway Bridge. Enclosed is a copy of the agreement.

DESCRIPTION:

In order to move forward with the Shepard Broad Causeway Bridge replacement project, the Florida Department of Transportation is requiring the Town to execute the attached agreement titled: Agreement Between the Florida Department of Transportation (FDOT) and Town of Bay Harbor Islands Regarding Broad Causeway Bridge (875101) Replacement Project. The agreement pertains primarily to FDOT's Project Development and Environment process and requirements that the Town must follow. Atkins, our bridge consultant, is very familiar with FDOT's Project Development and Environment process and requirements.

RECOMMENDED ACTION:

Approve.

FINANCIAL ANALYSIS:

There will be no impact to this Fiscal Year 2022-2023 budget as expenses related to the PD&E process were included in Fiscal Year 2021-2022's budget.

BUDGET IMPACT:

Submitted By: Maythe Martin, Executive Asst. to Town Manager

ATTACHMENTS

1.	Broad Causeway Interlocal Agreement bwn FDOT and Town
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**AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION
AND TOWN OF BAY HARBOR ISLANDS REGARDING BROAD CAUSEWAY
BRIDGE (875101) REPLACEMENT PROJECT**

WHEREAS, the purpose of this Agreement is to affirm the understanding between the Florida Department of Transportation (DEPARTMENT) and the Town of Bay Harbor Islands (TOWN) regarding implementation of the TOWN Project Number BC-160W, FDOT Financial Project Identification Number 452428-1-21-01, and Efficient Transportation Decision Making (ETDM) Number TBD, _____, in Miami-Dade County, Florida (PROJECT); and

WHEREAS, the Bridge (875101) and Broad Causeway Island (west portion) are owned and maintained by the TOWN: and

WHEREAS, the Bridge is functionally obsolete and needs to be improved; and

WHEREAS, the TOWN, in coordination with the DEPARTMENT's District Six Office, will complete a National Environmental Policy Act (NEPA) / Project Development and Environment (PD&E) Study for the PROJECT to determine a range of reasonable bridge project alternatives, and ultimately a Preferred Alternative, that is acceptable from an engineering and operational standpoint: and

WHEREAS, the PD&E Study will be conducted by the TOWN in accordance with the DEPARTMENT's PD&E Manual with support and technical assistance from the DEPARTMENT's District Six Office, culminating in a final NEPA document for the PROJECT; i.e., Type 2 Categorical Exclusion, Environmental Assessment or Environmental Impact Statement; and

WHEREAS, the PD&E Study for the PROJECT will contain commitments necessary to assure resource agencies and other stakeholder identified issues will be addressed in future phases of project delivery in compliance with NEPA and associated state and federal laws; and

WHEREAS, pursuant to 23 U.S.C. § 327 and a Memorandum of Understanding dated May 26, 2022, and executed by the DEPARTMENT and the Federal Highway Administration (FHWA), the DEPARTMENT's Office of Environmental Management will be the lead federal agency for the environmental review, consultation, and other actions required by applicable federal environmental laws for the NEPA approval for this PROJECT; and

WHEREAS, the DEPARTMENT and the TOWN are entering into this Agreement to memorialize the TOWN's obligation to implement the commitments as contained in the final approved NEPA document for the PROJECT, (hereinafter the “Approved NEPA Document”);

NOW, THEREFORE, BE IT RESOLVED THAT the DEPARTMENT and the TOWN agree as follows:

- 1 The above-stated recitals are true and correct, and incorporated herein.
- 2 In advancing the PROJECT, the TOWN will conduct a PD&E Study consistent with the PD&E Manual and related state and federal laws. The TOWN will document all commitments within the final NEPA document ensure the appropriate tracking of commitments through all phases of the PROJECT upon approval of the NEPA document.
- 3 The TOWN will prepare all NEPA Re-evaluations necessary to advance the PROJECT, as required by 23 C.F.R. §771.129, and the DEPARTMENT'S PD&E Manual, Effective July 1, 2020, as may be subsequently amended, and coordinate these NEPA Re-evaluations with the DEPARTMENT.
- 4 The TOWN shall further be obligated to perform or cause to be performed any new project commitments that may arise from public involvement or agency coordination subsequent to the Approved NEPA Document and/or be identified in the PROJECT's NEPA Re-evaluations.
- 5 The TOWN shall comply or shall cause the compliance with all Federal and State law requirements applicable to the development of the PROJECT, including but not limited to, requirements pertaining to Final Design, NEPA Re-evaluations, Design Changes, Permitting, and ROW Acquisition.
- 6 Prior to the TOWN advancing the PROJECT to construction, the TOWN shall complete a NEPA Re-evaluation to confirm the validity of the project findings, as well as to update any changes in existing conditions, applicable laws and/or commitments.
- 7 This Agreement may be amended when such an amendment is agreed to in writing by all signatories. The DEPARTMENT and the TOWN may hereafter enter into future agreement(s) concerning the PROJECT that may amend the terms of this Agreement, but no such amendment shall modify the TOWN's obligation to perform the commitments unless such commitment is modified and/or released by the affected stakeholder or changes in law. Such agreement(s) shall refer to this Agreement, and specifically state an intention to modify identified terms of this Agreement.

8 This Agreement will become effective when all the parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the effective date of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates exhibited, by the signatures below.

TOWN OF BAY HARBOR ISLANDS

By: _____

Name: _____

Title: _____

Date: _____

Attest:

Name: _____

Title: Town Clerk

Approved as to form and legality:

By: _____

Name: _____

Title: Town Attorney

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

Department Legal Review:

Office of General Counsel

AGENDA ITEM REPORT

November 28, 2022

ITEM NUMBER: 7.

ITEM: Discussion and Possible action with respect to the appeal filed by Attorney David E. Sacks, with the law firm of Pathman Schermer Tandy, LLP, on behalf of Carroll Walk Condominium Association, Inc. at 9751 East Bay Harbor Drive, regarding the Design Review Board's November 1st approval of a new multi-family dwelling for 9781 Bay Harbor Development, LLC, concerning property located at 9781 East Bay Harbor Drive, Lot 28 of Block 4, Bay Harbor Islands, Florida. Enclosed are the Letter of Appeal, development application package, and a letter from opposing counsel, Joseph A. Ruiz, Esq., Wernick & Co. Email correspondence was received from Mr. Sacks on November 22nd requesting the appeal be tabled until an appropriate time. The other party whose project was approved by the DRB and appealed, has not agreed to postpone the matter.

DESCRIPTION:

At its meeting held on November 1, 2022, the Design Review Board considered a request by 9781 East Bay Harbor Drive, Lot 28, Block 4, to construct a new nine (9) dwelling unit, mid-rise development on the property. The proposed site design will incorporate one rectangular-shaped building on top of a one-story parking garage structure at grade. The proposed building will be eight (8) stories high with seven (7) floors of residential use over one (1) story of parking garage and common areas at a maximum of 75 feet above (Base Flood Elevation) BFE + 1" Florida Building Code Freeboard (main roof deck). The dwelling units will range in size from 3,210 to 4,574 square feet of a/c space plus balconies, etc.

The Board decided by a unanimous vote, with four (4) members present, to approve the application with the following findings and conditions:

Approval of the applicant's request for tandem arrangement of eighteen (18) parking spaces pursuant to Section 23-30 (f) of the Town Code.

Approval of the applicant's request to not fully close-in the sides/ rear of the above grade parking garage as specified in §23-24(d)(4) of the Town Code by providing angled metal louvers for portions of the exterior building facades in lieu thereof.

Conditions of Approval:

This approval is based on the Site Development Plans prepared by Kobi Karp Architecture & Interior Design, Inc., dated September 27th, 2022, as well as any required modifications stated herein, and any modifications required by the Design Review Board (ORB). Any substantial changes desired after the DRB's approval may require separate approvals from the Town staff and/or ORB as specified by the Code.

Outdoor Lighting Plan - The preliminary Photometric Lighting Plan shows general compliance with the Town's Exterior Lighting Code requirements found in Sec. 23-19. At the time of building permit review, the Town will ensure the final lighting plan complies with the Code foot-

candle limitations / requirements. Subsequent to completion of the development, Code Enforcement action will ensure compliance with excessive light emissions.

Impact Fees -Applicable County & Town Park/ other impact fees must be paid/satisfied at time of Building Permits.

Public School Concurrency - Coordinate with the Miami-Dade County School Board staff through the Town staff (Building Dept.) to address any deficiencies at public schools that serve the Town. If mitigation is required, an agreement/ payment must be finalized prior to the issuance of building permits.

Miami-Dade County Fire Department approval of the Fire Truck staging areas shown on the plans is required at the time of building permit review. Any significant changes required by the Miami-Dade Fire Department subsequent to the Town's site plan approval may cause the plans to be re-submitted to the DRC / DRB.

Miami-Dade Biscayne Bay Shoreline Protection Committee Approval -As this site adjoins a portion of a waterway connected to Biscayne Bay, Miami-Dade County must review/ approve this project prior to redevelopment and will likely require mitigation fees due to noncompliance with their Code requirements. Confirmation of Miami-Dade Biscayne Bay Shoreline Protection Committee approval and evidence of payment of any mitigation fees is required prior to the issuance of building permits.

All FPL transformers/backflow preventers/exposed utility facilities must be substantially screened /hidden with landscaping/fences/painted to match.

Installation of conduit for future undergrounding of overhead utilities as opposed to the removal of all existing overhead lines and placement underground due to FPL's objection to incremental undergrounding.

Addition of frosted glass at the stair tower to the north.

The light source on the southern stair tower not visible.

Landscaping in façade in intermediate level must be limited to lower-level planting and not palm trees.

Guest parking must be made available.

DRB to review parking.

Mr. Sacks, counsel for the Appellant Carroll Walk Condominium Association, Inc. at 9751 East Bay Harbor Drive, attended the Design Review Board Meeting and requested the application be denied based on the following:

The Comprehensive Plan was not consistent with the application before the Board. In particular, the sanitary sewer sub-element was not consistent with the Town's Comprehensive Plan.

While Applicant submitted an impact analysis report (IAR) per the Town's Design Review Board regulations, there has been no confirmation that the adopted concurrency Level of Service

(LOS) requirements listed in subsection [11-8.4](#) of the Town's Code of Ordinances are in fact met. Without a proper, more robust analysis regarding the LOS requirements for the Applicant's project, the City's infrastructure will be further degraded and remain over its capacity to properly treat raw sewage. This is evidenced by the approximately twenty-five (25) sub-stations (construction sites), to treat the raw sewage that has spilled into the street. These sub-stations are designed to augment the Town's sewer system capacity issues (a band-aid type approach). Further, there was testimony by the Town's Staff regarding the system's current sewer treatment system as being overwhelmed regarding sewer treatment.

Applicant's traffic analysis did not merit sufficient consideration for an analysis of the impact on the congestion and concentration of the Town's population (particularly in a water-front neighborhood). This would result in an increase in traffic in the area.

The proposed Project is in very close proximity to the Carroll Walk Condominium and its residents. While the Town Code provides a five (5') setback. Setbacks are not an entitlement. The 5' setback, based on the proximity of the Project's vacant lot and the Carroll Walk Condominium was improperly approved per the Design Review Board's regulation and otherwise sound planning principals. It was therefore error for the Applicant's Project to be approved with a 5' minimal setback. The setbacks issues raised at the hearing should be addressed between the Applicant's Project and the Carroll Walk Condominium and its residents (or some other solution between my client and the Applicant – we believe the parties are attempting to make contact on these and the other issues as stated herein and at the hearing).

The Applicant's project will be sited on a small lot.

Should the existing zoning ordinances apply and building permits be issued, the Project will have a direct impact on the health and general welfare of the public by the increased population concentration without the facilitation of adequate transportation, water, sewage, schools, parks, and other public requirements.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Letter of Appeal - 9781 East Bay Harbor Drive - Revised
2.	Letter of Intent
3.	BHI 9781 EBHD MFR DRB Staff Report Oct 24 2022
4.	Traffic Statement
5.	Civil Calculations
6.	Survey
7.	9781 E Bay Harbor Drive DRB Plans 11.1.2022
8.	Email from David Sacks-Requesting Appeal Matter be Tabled
9.	Response to Letter of Appeal - 9781 East Bay Harbor Drive - Carroll Walk Condominium Association, Inc.

PATHMAN
SCHERMER TANDY, LLP
ATTORNEYS AT LAW

WAYNE M. PATHMAN, P.A.
RICHARD N. SCHERMER
AARON W. TANDY*
DAVID E. SACKS
DAVID M. HAWTHORNE
ROSS D. KULBERG
VALERIO SPINACI**
MICHELE FORMAGGIO***

* also admitted to practice in New York
** also admitted to practice in California & New Jersey
*** also admitted to practice in District Of Columbia & New York

November 17, 2022

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dsacks@pst.law

Via e-mail:

mlasday@bayharborislands-fl.gov

Maria Lasday, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Appeal of the Design Review Board Decision regarding new multi-family dwelling for 9781 Bay Harbor Development, LLC located at 9781 East Bay Harbor Drive, Bay Harbor Islands, FL (Lot 28 of Block 4).

Dear Ms. Lasday,

Our firm represents Carroll Walk Condominium Association, Inc. (the "Appellant"). The Appellant's property is immediately adjacent to the property subject to the Board's decision regarding new multi-family dwellings for 9781 Bay Harbor Development, LLC located at 9781 East Bay Harbor Drive, Lot 28 of Block 4 (the "Project").

On November 1st, 2022, the Board heard a request by 9781 Bay Harbor Development, LLC (the "Applicant") for the approval of the Project. The undersigned Appellant's counsel appeared at the hearing and raised the following concerns with regards to the Board's approval of the Project:

1. The Comprehensive Plan was not consistent with the application before the Board. In particular, the sanitary sewer sub-element was not consistent with the Town's Comprehensive Plan.
2. While Applicant submitted an impact analysis report (IAR) per the Town's Design Review Board regulations, there has been no confirmation that the adopted concurrency Level of Service (LOS) requirements listed in subsection 11-8.4 of the Town's Code of Ordinances are in fact met. Without a proper, more robust analysis regarding the LOS requirements for the Applicant's project, the City's infrastructure will be further degraded and remain over its capacity to properly treat raw sewage. This is evidenced by the approximately twenty-five (25) sub-stations (construction sites), to treat the raw sewage that has spilled into the street. These sub-stations are designed to augment the Town's sewer system capacity issues (a band-aid type approach). Further, there was testimony by the Town's Staff regarding the system's current sewer treatment system as being overwhelmed regarding sewer treatment.
3. Applicant's traffic analysis did not merit sufficient consideration for an analysis of the

impact on the congestion and concentration of the Town's population (particularly in a water-front neighborhood). This would result in an increase in traffic in the area.

4. The proposed Project is in very close proximity to the Carroll Walk Condominium and its residents. While the Town Code provides a five (5') setback. Setbacks are not an entitlement. The 5' setback, based on the proximity of the Project's vacant lot and the Carroll Walk Condominium was improperly approved per the Design Review Board's regulation and otherwise sound planning principals. It was therefore error for the Applicant's Project to be approved with a 5' minimal setback. The setbacks issues raised at the hearing should be addressed between the Applicant's Project and the Carroll Walk Condominium and its residents (or some other solution between my client and the Applicant – we believe the parties are attempting to make contact on these and the other issues as stated herein and at the hearing).
5. The Applicant's project will be sited on a small lot.
6. Should the existing zoning ordinances apply and building permits be issued, the Project will have a direct impact on the health and general welfare of the public by the increased population concentration without the facilitation of adequate transportation, water, sewage, schools, parks, and other public requirements.

Based on the Town Code, we reserve the right to submit additional information such as a transcript of the subject Design Review Board hearing and such other appropriate items. Further, in view of the upcoming Holiday Season, we would like to discuss an appropriate time to set the Commission Hearing of the subject appeal.

Based on the foregoing, our client respectfully requests that the Commission Reverse the Design Review Board's decision to approve the Project over the Appellant's concerns above and objections to the proposed Comprehensive Plan.

Very truly yours,

PATHMAN SCHERMER TANDY, LLP



David E. Sacks

Cc:

Joseph S. Geller, Esq.
joseph.geller@gmlaw.com
Greenspoon Marder, LLP
Town Attorney

Yvonne P. Hamilton
yhamilton@bayharborislands-fl.gov
Town Clerk

Joseph A. Ruiz, Esq.
jar@wernicko.com
Wernick & Co

Erin L. Grafton
elg@wernicko.com
Wernick & Co.

September 27, 2022

VIA ELECTRONIC DELIVERY AND HAND DELIVERY

Ayanidys J. Martinez, CEP
Building & Zoning Supervisor
Town of Bay Harbor Islands
9665 Bay Harbor Terrace, 2nd Floor
Bay Harbor Islands, FL 33154

**RE: Letter of Intent – 9781 East Bay Harbor Drive
Site Plan Review Application – Design and Review Board**

Dear Mrs. Martinez,

Wernick & Co, PLLC submits this Letter of Intent on behalf of 9781 BAY HARBOR DEVELOPMENT LLC (the "Applicant"), owner of the vacant lot located at 9781 East Bay Harbor Drive, Bay Harbor Islands, FL (the "Property")¹ to accompany Applicant's application to the Town of Bay Harbor Islands (the "Town") Design and Review Board ("DRB") for consideration of a 9-unit boutique multifamily residential infill building on the East Island.

PROPERTY OVERVIEW AND SURROUNDING CONTEXT. The Property is a single platted lot comprised of 11,249 square feet (0.26 acres), located at the northeast corner of the Town's East Island, along East Bay Harbor Drive just south of 98th Street. The Property is located within the RM-1 zoning district, with frontages along East Bay Harbor Drive and the Indian Creek waterway, directly across the waterway from Bal Harbour Village.

This area of the East Island includes a mixture of low-to-mid-rise residential complexes. The Property is surrounded by Carroll Walk Condominiums to the south, The Summit Condominiums to the southwest, and low-scale multifamily buildings to the north and west.

PROJECT OVERVIEW AND DESIGN NARRATIVE. The Applicant is redeveloping the Property as a new 9-unit boutique multifamily residential infill building with 19 parking spaces located on Level 1, and a mix of roof-top amenity spaces to support the future residents of the building (the "Project"). The Project rises to 75' from Base Flood Elevation to the shared roof deck, in compliance with allowable rooftop projections under the Town's Code of Ordinances (the "Code"), complete with a roof lounge area and pool for residents to gather and relax.

The spacious residential units, located on Levels 2 – 8, range in size from 3,210 SF to 4,574 sellable SF, with each unit providing views of Indian Creek waterway.

¹ The folio number associated with the Property is 13-2227-001-1040.

The Project features a contemporary design with angled design interventions framing the edges of the Project. The southern stairway is highlighted by a vertical aluminum cladding in a wood-grain color, while the roof and balconies are framed in natural colored stone. There is abundant glazing along the facades of the building to allow ample natural light flood through the units along multiple vantage points. Lush, native landscaping is proposed on the ground floor, roof deck, and along the balconies that front East Bay Harbor Drive, which soften the building and provide a beautiful contrast to the glass frame. A warm color pallet and mix of materials commonly found in South Florida architecture provide a nice parallel with the lush landscaping.

ZONING COMPLIANCE. Pursuant to the Town's Future Land Use Map, the property has a future land use designation of *M-H Medium-High Density (34 DUA)*, which allows a maximum base density of 34 DUA. The Project is providing 9 dwelling units where 9 dwelling units are permitted by right. No TDRs are being requested for the Project.

The Project is compliant with the Town's graduated setback standards through each level of the building, and is exceeding the open space requirement, with 25% landscaped/open space where 20% minimum is required; and 15% roof landscaping where 15% is required.

As mentioned, the Project is providing 19 tandem parking spaces located on Level 1, and 1 ADA single parking space on the North side of the drop of driveway. Because the Project is located on a single platted lot, there is no requirement for visitor parking. The Project includes an internal on-site drop-off drive in front of the entrance to the building to accommodate vehicles on the Property and avoid queueing along East Bay Harbor Drive.

The Project as proposed is consistent with the Town's 2002 Community Vision Master Plan, which identifies this area of the East Island for mid-rise residential developments; and thus, the Project is consistent with the Town's Comprehensive Plan.

CONCLUSION. Included in the Site Plan application submittal are architectural plans prepared by Kobi Karp Architecture and Interior Design, dated September 27, 2022, (the "Plans") along with the survey, landscape plans, civil and the required supplemental application materials.

We look forward to the opportunity to introduce and discuss the Project with the Town's DRB for its consideration of the Project for site plan approval.

Sincerely,



Joseph A. Ruiz

Enclosures

cc: Erin L. Grafton, Wernick & Co, PLLC
Michael J. Miller, AICP, Town Planner

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Design Review Board
Town of Bay Harbor Islands

From: Michael J. Miller, AICP *MJM*
Consultant Town Planner

Date: October 24th, 2022

Subject: Site Development Plan Application (9 DU)
9781 East Bay Harbor Drive
Bay Harbor Islands Acct. No. SPR22-000020
MMPA Acct. No. 01-0702-1139

RECOMMENDED ACTION

MMPA recommends the Design Review Board (DRB) review the most recent revised plans dated September 27th, 2022, and if found acceptable **APPROVE** the proposed Site Development Plan application, subject to the suggested conditions listed in the summary section of this report, and a finding by the Board of the following:

1. The Design Review Board approves the applicant's request for tandem arrangement of eighteen (18) parking spaces pursuant to Sec. 23-30 (f).
 2. The Design Review Board approves the applicant's request to not fully close-in the sides / rear of the above grade parking garage as specified in §23-24(d)(4) by providing angled metal louvers for portions of the exterior building facades in lieu thereof.
-

GENERAL PROJECT INFORMATION

Land Use Designation: MH – Medium-High Density Residential
Zoning District: RM-1 Multiple Family District
General Location: 9781 East Bay Harbor Drive
Legal Description: Lots 28, Block 4, "Bay Harbor Island" according to the plat thereof, as recorded in Plat Book 46, at Page 5 of the public records of Miami-Dade County.

PROJECT DESCRIPTION

The project architect, Kobi Karp Architecture and Interior Design, Inc., as agent for the owner, 9781 Bay Harbor Development, LLC, has submitted a new Site Development Plan application to allow for the construction of a proposed nine (9) unit mid-rise development located at 9781 East Bay Harbor Drive. The proposed dwelling units will range from 3,210 to 4,574 square feet of A/C space plus balconies, etc. The proposed site design incorporates one (1) rectangular-shaped building positioned east / west on top of a one-story parking garage structure at grade.

A former project originally called "Beau Rivage" / later called "Waters" (9 DU) proposed for this site received P&Z Board approval on April 17th, 2018, but they did not file for building permits. However, the site has received several time extensions (COVID-19 / State Declarations & Orders) from the Town. The latest project time extension for the previous project was issued by the Town on February 3rd, 2022 and expires on October 29th, 2027. If this new approval is granted it will replace the prior Town approval (a project cannot have multiple site plan approvals).

One (1) one-way driveway connection to East Bay Harbor Drive is proposed. The driveway provides access to the grade level parking garage / guest parking space / main entrance / common areas. On the building rooftop is a recreational facility with a swimming pool / spa, sundeck, and covered roof lounge. The proposed new building is 8-stories in height with seven (7) floors of residential over a one (1) story parking garage / common areas @ max. 75-feet above BFE + 1' FBC Freeboard (main roof deck). The survey indicates the property is now vacant.

The lot area (per survey) is 11,249+/- sq. ft. / 0.26 acres in size. This would allow a maximum of nine (9) dwelling units on the property at the maximum allowable base density (34 DUA).

The adjoining development sites include the 5-story Elegant Eight Condo to the immediate north @ 8 DU / 30.1 DUA. To the immediate south is the Carroll Walk 15-story PRD complex @ 42 DU / 80.8 DUA. To the west across East Bay Harbor Drive on both sides of 98th Street are two multifamily complexes owned by this same developer (Bay Harbour Holdings, LLC). The site to the north of 98th Street is a 2-story apartment complex @ 16 DU / 26.7 DUA and the site to the south of 98th Street is a 1-story apartment complex @ 17 DU / 34 DUA. To the east of the subject site is the Indian Creek Waterway. This waterfront area of the Town is predominated by older low-rise, newer mid-rise and two high-rise PRD residential complexes. The Town's 2002 Community Vision Master Plan identifies this area as being preferred for mid-rise residential complexes of 7+/- stories in height. Therefore, the proposed development is deemed generally consistent with the Town's vision.

BACKGROUND INFORMATION

The Town completed major amendments to the Town's adopted Comprehensive Plan and Land Development Regulations (LDRs) in the last 20+/- years. The former RE zoned lands located on waterfront lots are now zoned RM-1, while interior (non-waterfront lots) are zoned RM-2. Also, the Town adopted numerous other modifications to several Code provisions that affect yard encroachments, parking lot designs, building height limits and exceptions as well as other building design standards. The plans generally adhere to the adopted Code provisions.

COMPREHENSIVE PLAN / ZONING

Comprehensive Plan – The property has a Future Land Use Map (FLUM) designation of “Medium-High Density Residential”. The maximum allowable base density is 34 DUA. 9 DU are allowed by right. The proposed development includes 9 DU; therefore, the project would be deemed consistent with the Town’s adopted Comprehensive Plan.

Land Development Regulations / Zoning Code –The subject property has a Zoning classification of RM-1 Multiple Family Zoning District. The proposed use of the property is consistent with this zoning classification. The revised Site Development Plan drawings now comply with the Town’s Land Development Regulations.

PLATTING

The site will not require re-platting, as the site is currently platted as described above (single lot).

RIGHT-OF-WAY / ACCESS DESCRIPTION / PARKING

As stated above, the Site Development Plan depicts access to the site from East Bay Harbor Drive via one (1) one-way driveway connection to East Bay Harbor Drive is proposed. The driveway provides access to the parking garage / main entrance / common areas. The Town requires at least 12 feet width pavement for one-way driveways, which the plans meet. The Code requires at least eighteen (18) parking spaces (2 spaces per DU) and eighteen (18) parking spaces are provided in the parking garage (18 tandem, including 1 ADA space). As a matter of information, the Town Council is now considering banning / limiting mechanical vehicle lifts for all development due to concerns with operation / safety.

BUILDING DESIGN / BUILDING LENGTH / BREEZEWAY

The building design is typical “South Florida” Tropical retro modern with prominent horizontal design elements and abundant use of concrete and as well as backlit colored glass. Due to the width of the building (97+/- feet) a formal “breezeway” is not required.

SUGGESTED CONDITIONS OF APPROVAL

Following are our suggested conditions of approval and/or comments based on the most recent revised plans dated September 27th, 2022, submitted to the Town for consideration:

1. This approval is based on the Site Development Plans prepared by Kobi Karp Architecture & Interior Design, Inc., dated September 27th, 2022, as well as any required modifications stated herein, and any modifications required by the Design Review Board (DRB). Any substantial changes desired after the DRB’s approval may require separate approvals from the Town staff and/or DRB as specified by the Code.

2. This approval is based on the DRB's approval of the applicant's request to not fully close-in the sides / rear of the above grade parking garage as specified in §23-24(d)(4) by providing angled metal louvers for portions of the exterior building facades in lieu thereof. Also, a portion of the underbuilding parking area extends out from underneath the building on the north, but screening is provided by fencing / wall / landscaping. If the DRB does not approve the requested parking garage facade alternative (east), the design must be modified to comply with the Town Code and/or an alternative design approved by the DRB.
3. This approval is based on the DRB's approval of the applicant's request to provide an alternative parking lot design arrangement by utilizing tandem parking spaces in the underbuilding parking garage pursuant to §23-30(f). If the DRB does not approve the requested alternative parking lot design, the design must be modified to comply with the Town Code and/or an alternative design approved by the DRB.
4. Outdoor Lighting Plan - The preliminary Photometric Lighting Plan shows general compliance with the Town's Exterior Lighting Code requirements found in Sec. 23-19. At the time of building permit review the Town will ensure the final lighting plan complies with the Code footcandle limitations / requirements. Subsequent to the redevelopment being completed Code Enforcement action will ensure compliance with excessive light emissions.
5. Impact Fees – Applicable County & Town park / other impact fees must to be paid / satisfied at time of building permits.
6. Public School Concurrency - Coordinate with the Miami-Dade County School Board staff through the Town staff (Building Dept.) to address any deficiencies at public schools that serve the Town. If mitigation is required, an agreement / payment must be finalized prior to the issuance of building permits.
7. Miami-Dade County Fire Department approval of the Fire Truck staging areas shown on the plans is required at the time on building permit review. Any significant changes required by the M-D Fire Department subsequent to the Town's site plan approval may cause the plans to be re-submitted to the DRC / DRB.
8. Miami-Dade Biscayne Bay Shoreline Protection Committee Approval – As this site adjoins a portion of a waterway connected to Biscayne Bay, Miami-Dade County must review / approve this project prior to redevelopment and will likely require mitigation fees due to noncompliance with their Code requirements. Confirmation of Miami-Dade Biscayne Bay Shoreline Protection Committee approval and evidence of payment of any mitigation fees is required prior to the issuance of building permits.
9. All FPL transformers / backflow preventers / exposed utility facilities must be substantially screened / hidden with landscaping / fences / painted to match.
10. Installation of conduit for future undergrounding of overhead utilities as opposed to the removal of all existing overhead lines and placement underground due to FPL's objection to incremental undergrounding.

19 July 2022

Michael Miller
Town of Bar Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands,
Florida 33154

**Re: Traffic Generation Statement
9781 E. Bay Harbor Drive
Bay Harbor Islands, Florida
Langan Project No.: 330115001**

Dear Mr. Miller:

Langan Engineering & Environmental Services, Inc. prepared this traffic-generation statement for the 9781 E. Bay Harbor Drive residential development on the southeast corner of E. Bay Harbor Drive and 98th Street in Bay Harbor Islands, Florida. We determined that the proposed development will not generate more than four peak-hour trips. This letter report includes daily and peak-hour trip-generation calculations for the development. Attachment A includes an aerial photograph of the site location.

Project Description

The proposed development comprises nine mid-rise multifamily dwelling units expected to be built by 2025 or sooner. The 0.26-acre site (Folio No.: 13-2227-001-1040) is currently a vacant lot. The development will comprise an eight-story residential building with nine residential units. The project site is on the southeast corner of the T-intersection of E. Bay Harbor Drive and 98th Street in Bay Harbor Islands, Florida. The development will have access through two driveway connections each to E. Bay Harbor Drive. The north driveway will operate as an egress only driveway for the proposed drop-off while the south driveway will operate as a full-access driveway with direct access to the proposed parking on the ground floor and the valet drop-off at the internal driveway at the building entrance. The proposed development will not have gated-controlled access. Attachment B contains the site plan showing the proposed development program and driveway connections.

Trip Generation Analysis

The proposed development is expected to generate 41 daily, three morning peak-hour and four afternoon peak-hour trips. The results of the trip generation estimates are summarized in **Table 1**, using equations from the 11th Edition of the *ITE Trip Generation Manual*. Attachment C contains excerpts from the ITE manual.

Table 1 - Trip Generation Analysis

DAILY

Land Use	ITE Code	Size	Trip Generation Rate	In	Out	Total Trips		
						In	Out	Total
Multifamily Housing (Mid-Rise)	221	9 DU	T = 4.54 (X)	50%	50%	21	20	41

MORNING PEAK HOUR

Land Use	ITE Code	Size	Trip Generation Rate	In	Out	Total Trips		
						In	Out	Total
Multifamily Housing (Mid-Rise)	221	9 DU	T = 0.37 (X)	23%	77%	1	2	3

AFTERNOON PEAK HOUR

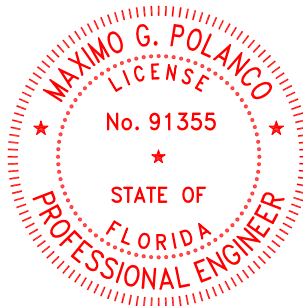
Land Use	ITE Code	Size	Trip Generation Rate	In	Out	Total Trips		
						In	Out	Total
Multifamily Housing (Mid-Rise)	221	9 DU	T = 0.39 (X) + 0.34	61%	39%	2	2	4

Conclusion

We determined that the 9781 E. Bay Harbor Drive residential development is not expected to generate more than four (4) peak-hour trips. The development comprises an eight-story apartment building with nine residential units that will have two driveway connections to public roadways. Please contact me at (954) 320-2155 with any questions or comments.

Sincerely,

Langan Engineering and Environmental Services, Inc.



This item has been digitally signed and sealed by Maximo Polanco, PE on the date adjacent to the seal.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Maximo G. Polanco, P.E.
P.E. License No. 91355
Project Manager

A handwritten signature in blue ink, appearing to read "E. Schwarz".

Eric Schwarz, P.E., LEED AP
Principal/Vice President

MGP:mgp

Attachments:

- Attachment A – Aerial Photograph Location
- Attachment B – Site Plan
- Attachment C – ITE Excerpts

Florida Certificate of Authorization No. 6601

ATTACHMENT A
AERIAL PHOTOGRAPH LOCATION



LANGAN
ENGINEERING & ENVIRONMENTAL SERVICES

15150 NW 79th Court, Suite 200, Miami Lakes, FL 33016
P: 786.264.7221 F: 786.264.7201 www.langan.com

FL CERTIFICATE OF AUTHORIZATION No. 00006601

Project

9781 E BAY HARBOR DRIVE

BAY HARBOR ISLANDS

MIAMI DADE

FLORIDA

Figure Title

SITE LOCATION MAP

Project No.

330115001

Date

7/19/2022

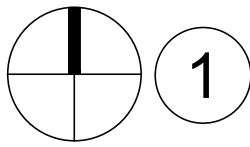
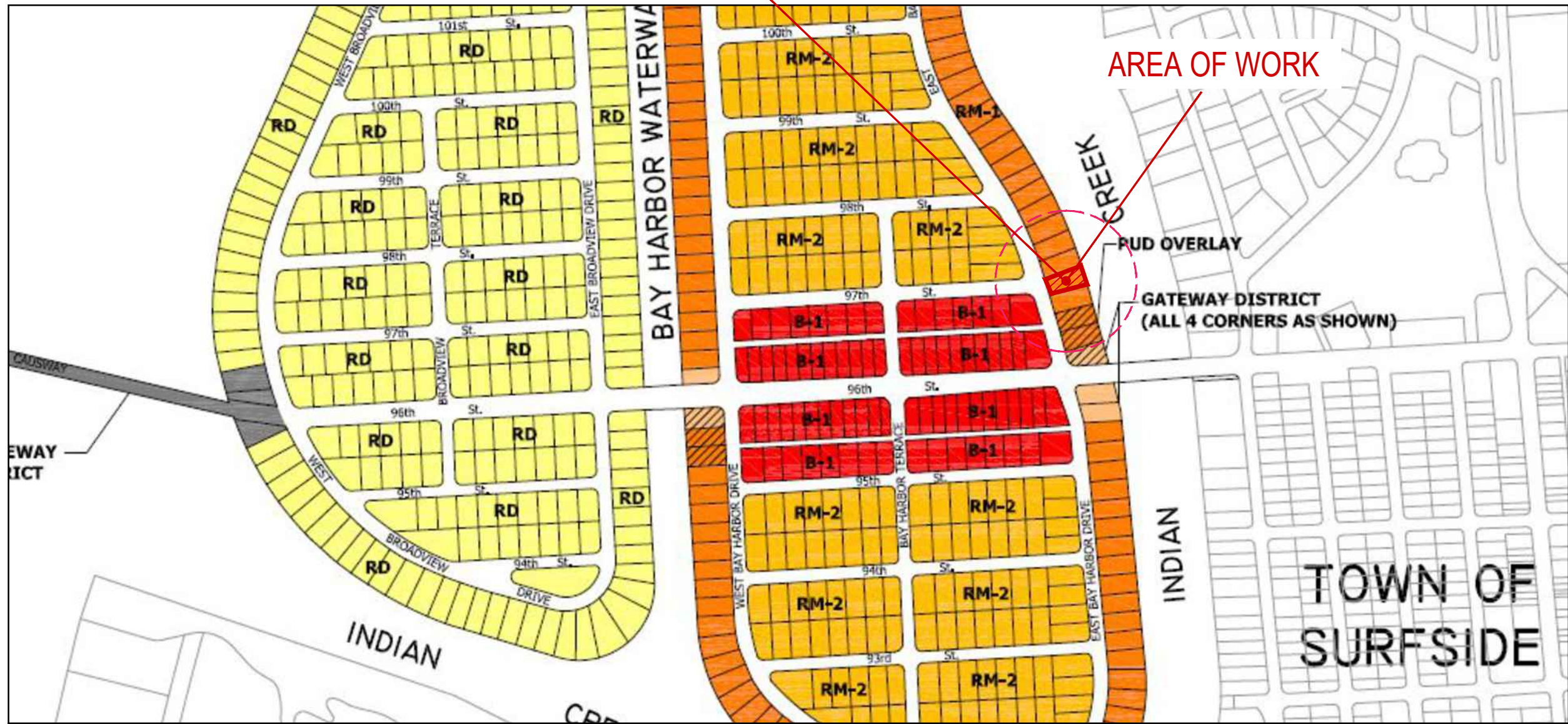
Scale

NTS

FIGURE 1

ATTACHMENT B
SITE PLAN

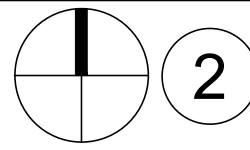
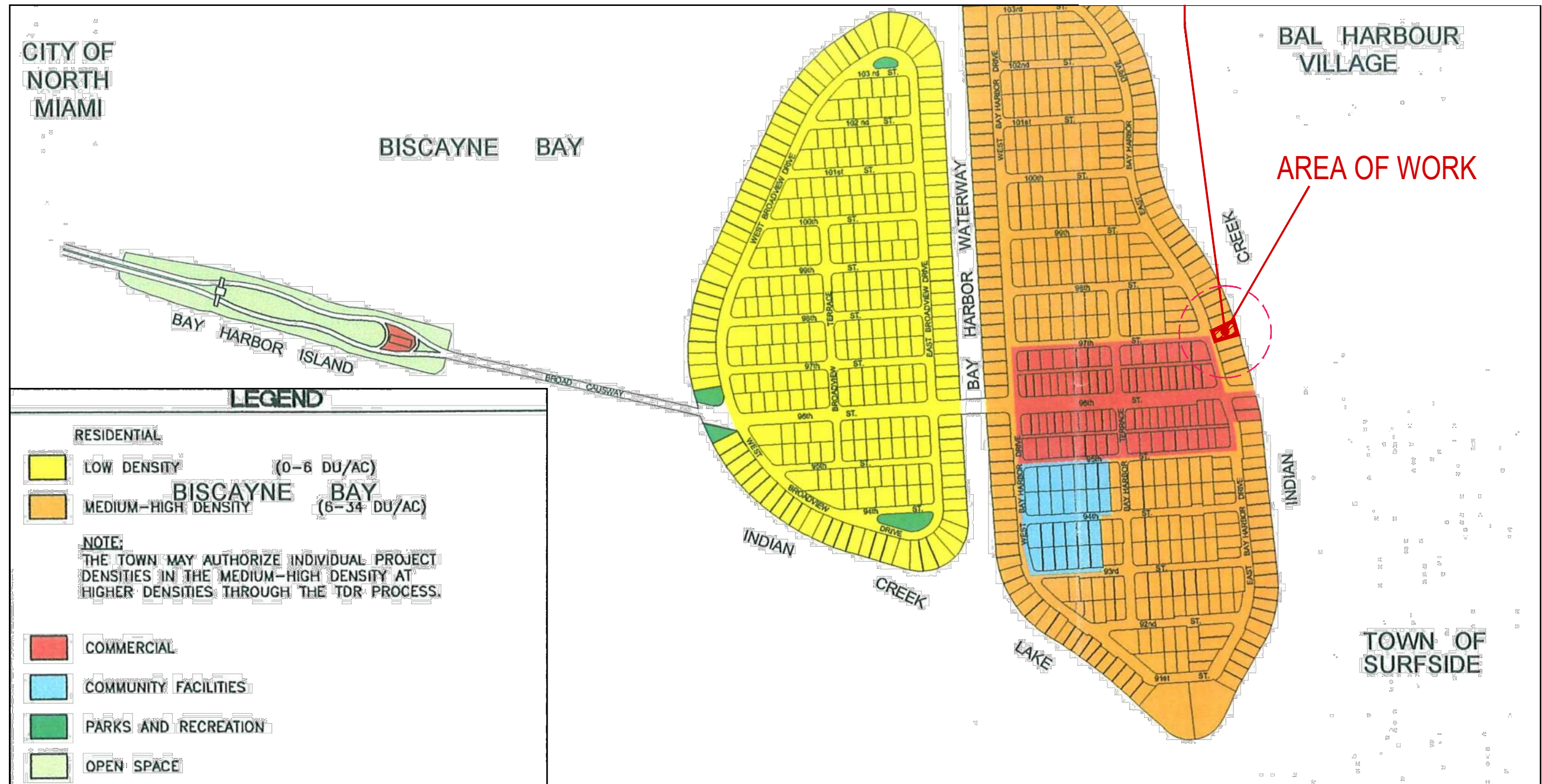
300-FOOT RADIUS FROM THE SITE



ZONING DESIGNATIONS MAP

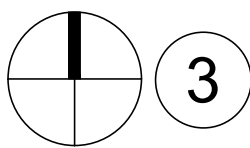
N.T.S.

300-FOOT RADIUS FROM THE SITE



FUTURE LAND USE MAP

N.T.S.



FLOOD MAP

N.T.S.

ZONING INFORMATION

SECTION	PROJECT NAME: 9781 EAST BAY HARBOR DRIVE PROJECT ADDRESS: 9781 E BAY HARBOR DR, BAY HARBOR ISLANDS, FL 33154 ZONING: RM-1 COMPREHENSIVE PLAN FLUM DESIGNATION: MEDIUM-HIGH DENSITY RESIDENTIAL (6-34 DUA) GROSS LOT AREA: 11,286 SF (0.2590 ACRES) BASE FLOOD ELEVATION: 10 NGVD DESIGN FLOOD ELEVATION: 10' + 1' = 11' NGVD				
	1	SITE REQUIREMENTS			
		ALLOWED / REQUIRED		PROPOSED	
		A) LOT AREA	11,286 SF	11,286 SF (0.2590 ACRES)	
		B) DENSITY	34 DU/AC MAX 34 x 0.2590 = 8.8 UNITS MAX = (9 UNITS)	9 UNITS	
		C) BUILDING HEIGHT	75'	75'-0" + 5'-0" POOL DECK	
		D) BUILDING LENGTH		99'-1"	
E) LANDSCAPE REQUIREMENTS		20% LOT AREA MIN. 11,286 X 0.2 = 2,257 SF MIN.	2,625 SF = 23%		
F) ROOF DECK LANDSCAPE REQUIREMENTS	15% ROOF AREA MIN. 4,441 X 0.15 = 666 SF MIN.	850 SF = 19%			
2	SETBACK REQUIREMENTS				
	ALLOWED / REQUIRED		PROPOSED		
	A) FRONT YARD SETBACK	BLDG LESS THAN 30 FEET IN HEIGHT . 20 FEET BLDG LESS THAN 45 FEET IN HEIGHT . 25 FEET BLDG LESS THAN 65 FEET IN HEIGHT . 30 FEET	20 FEET 25 FEET 30 FEET		
	C) SIDE YARD SETBACK	BLDG LESS THAN 30 FEET IN HEIGHT . 10 FEET	10'-0" LEVEL 1,2,3 11'-0" LEVEL 4 15'-0" LEVEL 5 18'-0" LEVEL 6 20'-0" LEVEL 7 - 8		
	D) REAR YARD SETBACK	20 FEET	20 FEET		
	E) FLEX SETBACKS 1/3 OF BUILDING LENGTH NORTH SIDE SOUTH SIDE				
3	AREA BREAKDOWN				
	LEVEL		TOTAL AREA		
	LEVEL 1 (PARKING GARAGE)		5,973 SF		
	LEVEL 2		5,395 SF		
	LEVEL 3		5,459 SF		
	LEVEL 4		5,332 SF		
	LEVEL 5		4,826 SF		
	LEVEL 6		4,425 SF		
	LEVEL 7		4,156 SF		
	LEVEL 8		4,156 SF		
LEVEL 9 (ROOF DECK)		1,056 SF			
GRANDTOTAL		40,778 SF			
4	PARKING REQUIREMENTS				
	AREA / UNIT		PARKING RATE		
	-RESIDENTIAL 9 UNITS		2 P.S. x UNIT		
	VISITOR		0 P.S. PER ZONING CODE SEC 23-24 (c)(3).		
	TOTAL PARKING		18 P.S.		
	PARKING PER FLOORS		TOTAL OF PARKING		
LEVEL 1		17 STANDARD P.S. + 1 ACCESSIBLE P.S. = 18 P.S.			
5	# OF UNIT BREAKDOWN				
	LEVELS		SUBTOTAL UNITS		
	2		1 UNITS		
	3-4		4 UNITS		
	5-8		1 UNITS x 4 LEVELS = 4 UNITS		
	TOTAL UNITS = 9 UNITS		TOTAL UNITS PROPOSED		
9 UNITS					

Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	
		17	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBİ KARP AIA, AND MAY NOT BE REPRODUCED, COPIED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBİ KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA. (01/2019)

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

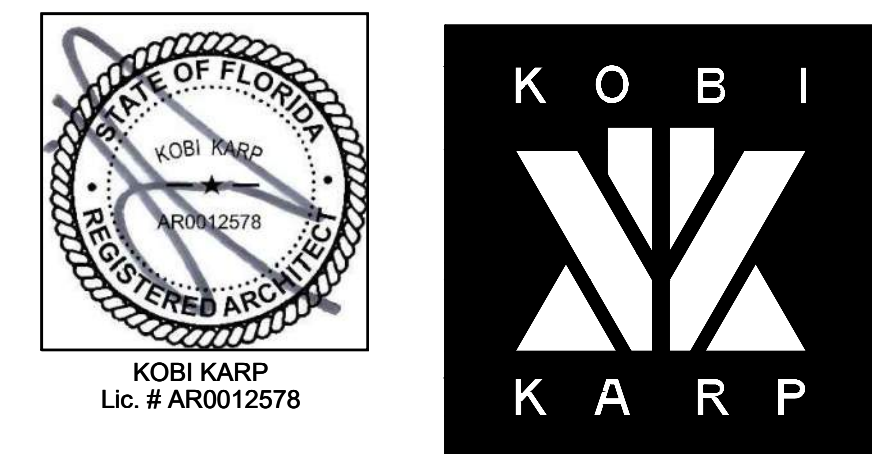
OWNER:
Name: REGENCY DEVELOPMENT GROUP LLC
Address: 425 HUEHL ROAD, SUITE 4B
NORTHBROOK, IL 60062
Tel: 847-436-7777
Email: alextrojanovsky@yahoo.com

LANDSCAPE DESIGN:
Name:
Address:
Tel:
Email:

CIVIL ENGINEER:
Name:
Address:
Tel:
Email:

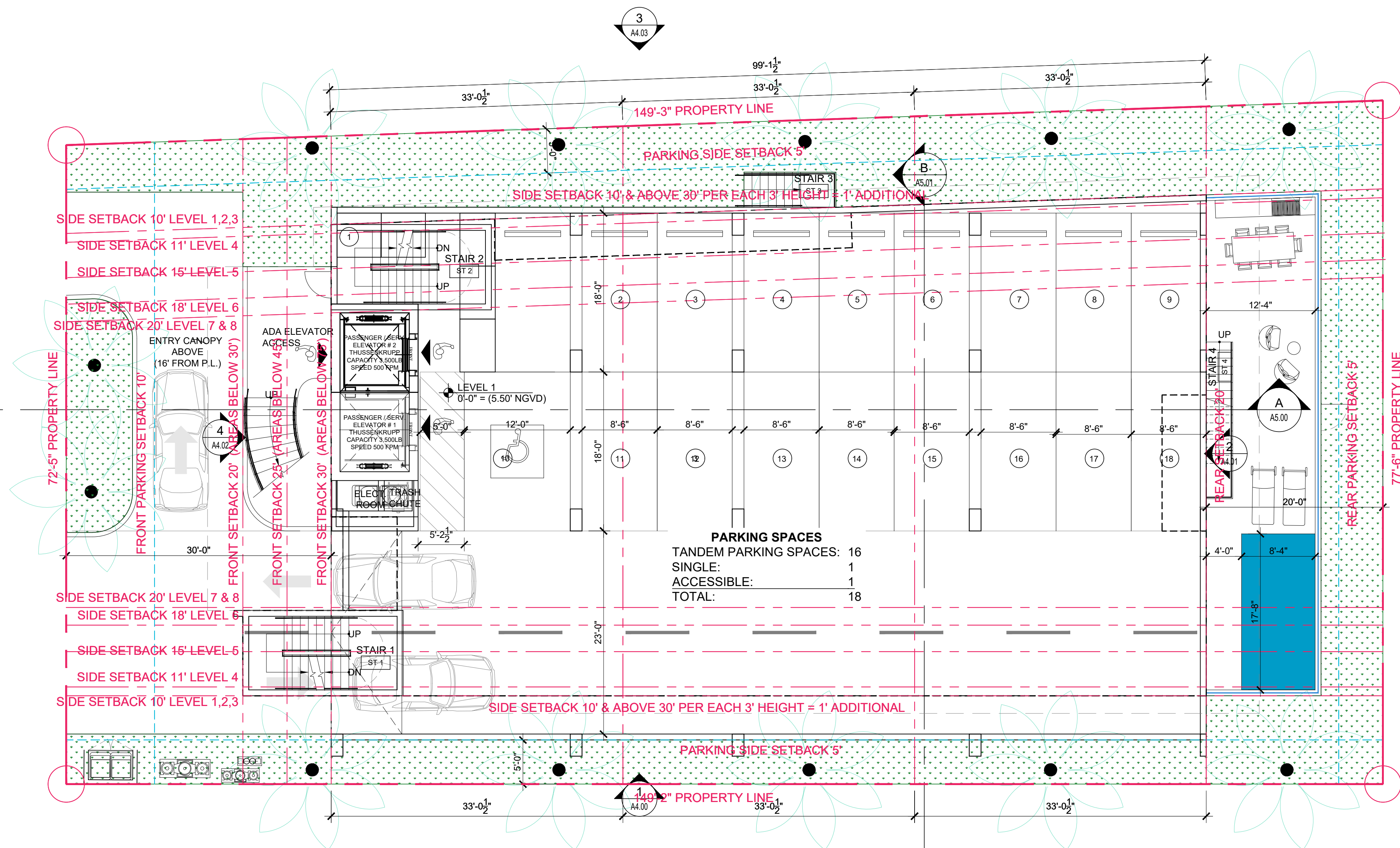
MEP ENGINEER:
Name:
Address:
Tel:
Email:

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



PROJECT DATA

Date:	06-14-2022	Sheet No.
Scale:		A1.00
Project:	2229	



Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	
		17	

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9781 EAST BAY HARBOR DRIVE
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BAY HARBOR ISLANDS, FL 33154

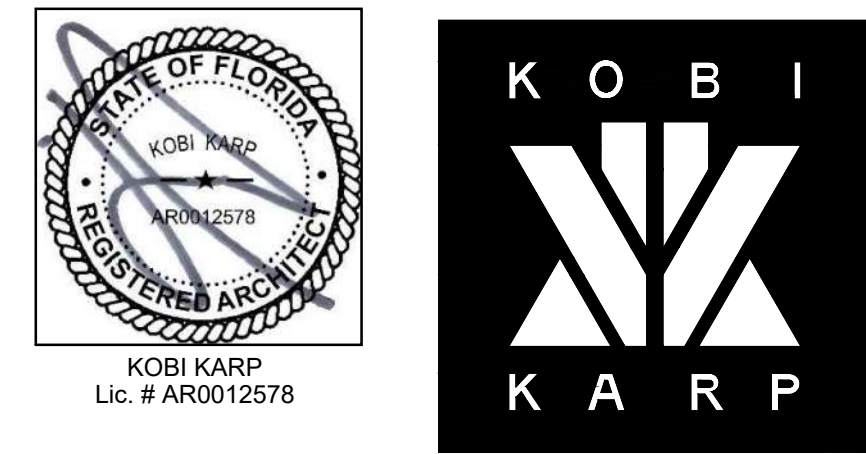
OWNER:
Name: REGENCY DEVELOPMENT GROUP LLC
Address: 425 HUEHL ROAD, SUITE 4B
NORTHBROOK, IL 60062
Tel: 847-436-7777
Email: alextrojanovsky@yahoo.com

LANDSCAPE DESIGN:
Name:
Address:
Tel:
Email:

CIVIL ENGINEER:
Name:
Address:
Tel:
Email:

MEP ENGINEER:
Name:
Address:
Tel:
Email:

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766





OFFICE OF THE PROPERTY APPRAISER

Summary Report

Generated On : 7/18/2022

Property Information	
Folio:	13-2227-001-1040
Property Address:	9781 E BAY HARBOR DR Bay Harbor Islands, FL 33154-1740
Owner	9781 BAY HARBOR DEVELOPMENT LLC
Mailing Address	18101 COLLINS AVE #3908 SUNNY ISLES BEACH, FL 33160 USA
PA Primary Zone	4500 MULTI-FAMILY - 4 STORY
Primary Land Use	1081 VACANT LAND - COMMERCIAL : VACANT LAND
Beds / Baths / Half	0 / 0 / 0
Floors	0
Living Units	0
Actual Area	0 Sq.Ft
Living Area	0 Sq.Ft
Adjusted Area	0 Sq.Ft
Lot Size	11,250 Sq.Ft
Year Built	0



Assessment Information				
Year	2022	2021	2020	
Land Value	\$3,825,000	\$3,825,000	\$3,825,000	
Building Value	\$0	\$0	\$0	
XF Value	\$0	\$0	\$0	
Market Value	\$3,825,000	\$3,825,000	\$3,825,000	
Assessed Value	\$3,825,000	\$3,825,000	\$3,825,000	

Benefits Information				
Benefit	Type	2022	2021	2020
Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).				

Short Legal Description	
BAY HARBOR ISLAND	
PB 46-5	
LOT 28 BLK 4	
LOT SIZE 11250 SQ FT	
FAU 13 2227 048 0001	

Taxable Value Information			
	2022	2021	2020
County			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,825,000	\$3,825,000	\$3,825,000
School Board			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,825,000	\$3,825,000	\$3,825,000
City			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,825,000	\$3,825,000	\$3,825,000
Regional			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$3,825,000	\$3,825,000	\$3,825,000

Sales Information			
Previous Sale	Price	OR Book-Page	Qualification Description
04/06/2022	\$4,500,000	33170-3184	Qual by exam of deed
01/11/2016	\$4,750,000	29939-0305	Qual on DOS, multi-parcel sale

The Office of the Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidade.gov/info/disclaimer.asp>

Version:

ATTACHMENT C
ITE EXCERPTS

Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban

Number of Studies: 11

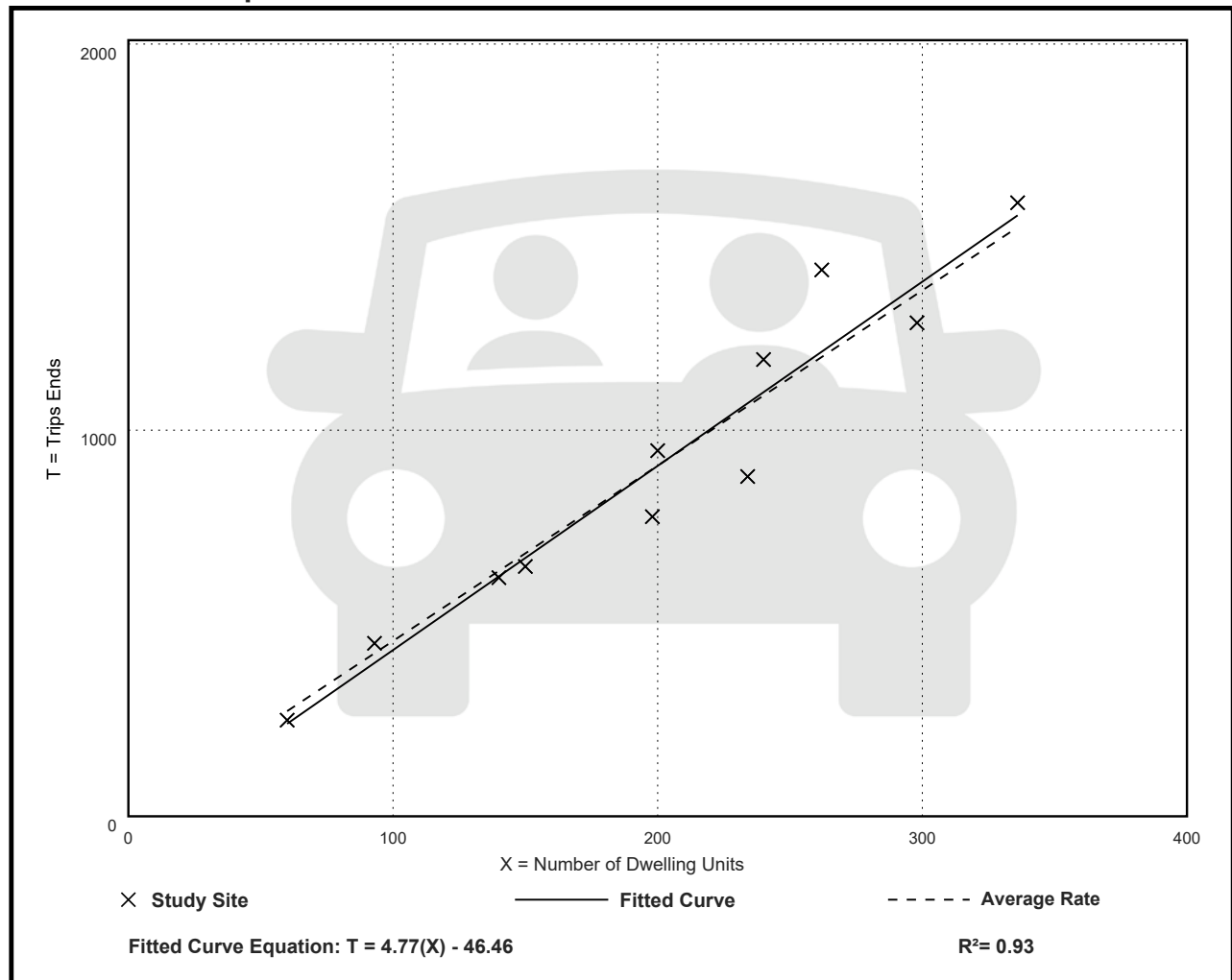
Avg. Num. of Dwelling Units: 201

Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
4.54	3.76 - 5.40	0.51

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 7 and 9 a.m.

Setting/Location: General Urban/Suburban

Number of Studies: 30

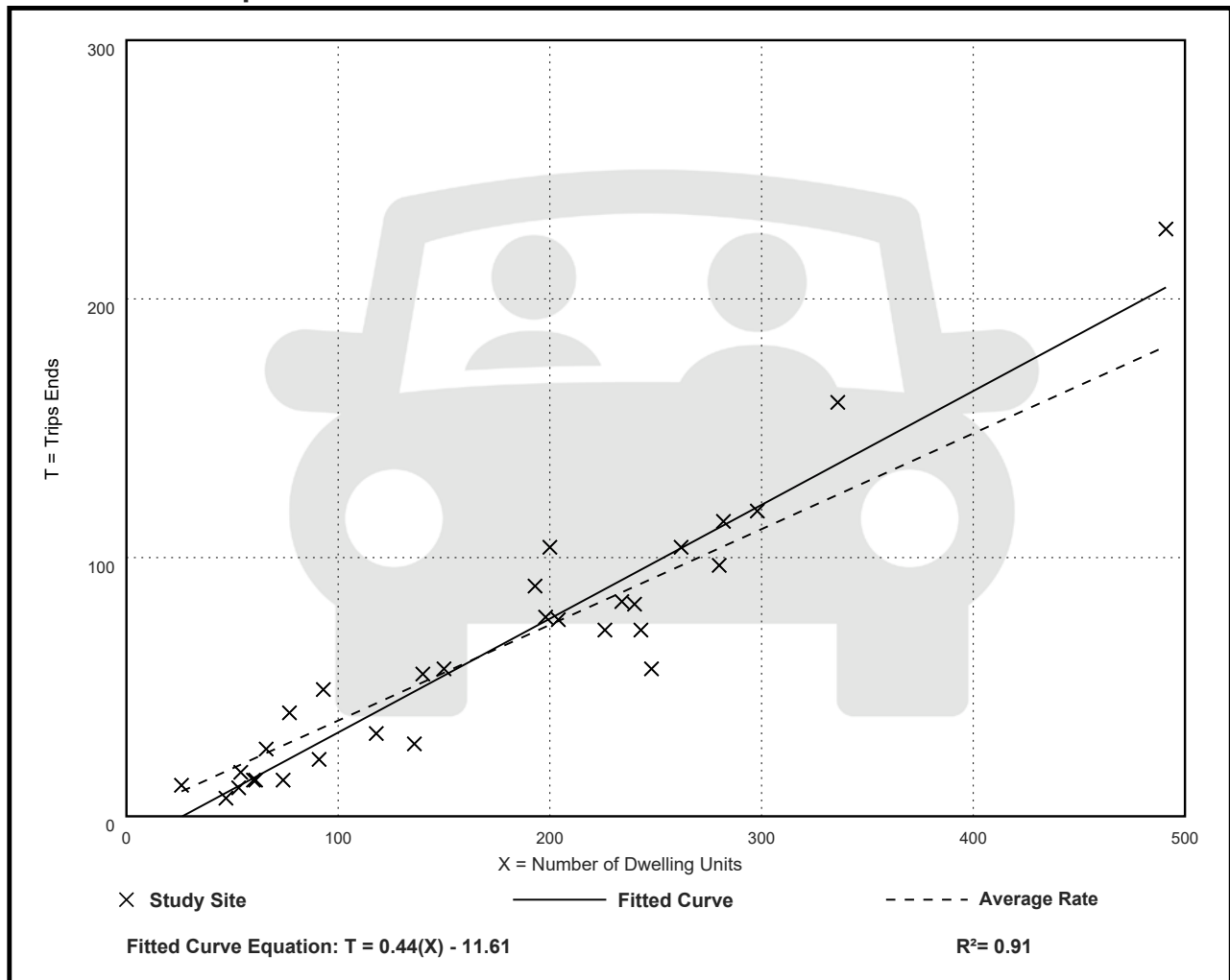
Avg. Num. of Dwelling Units: 173

Directional Distribution: 23% entering, 77% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.37	0.15 - 0.53	0.09

Data Plot and Equation



Multifamily Housing (Mid-Rise) Not Close to Rail Transit (221)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,

Peak Hour of Adjacent Street Traffic,

One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 31

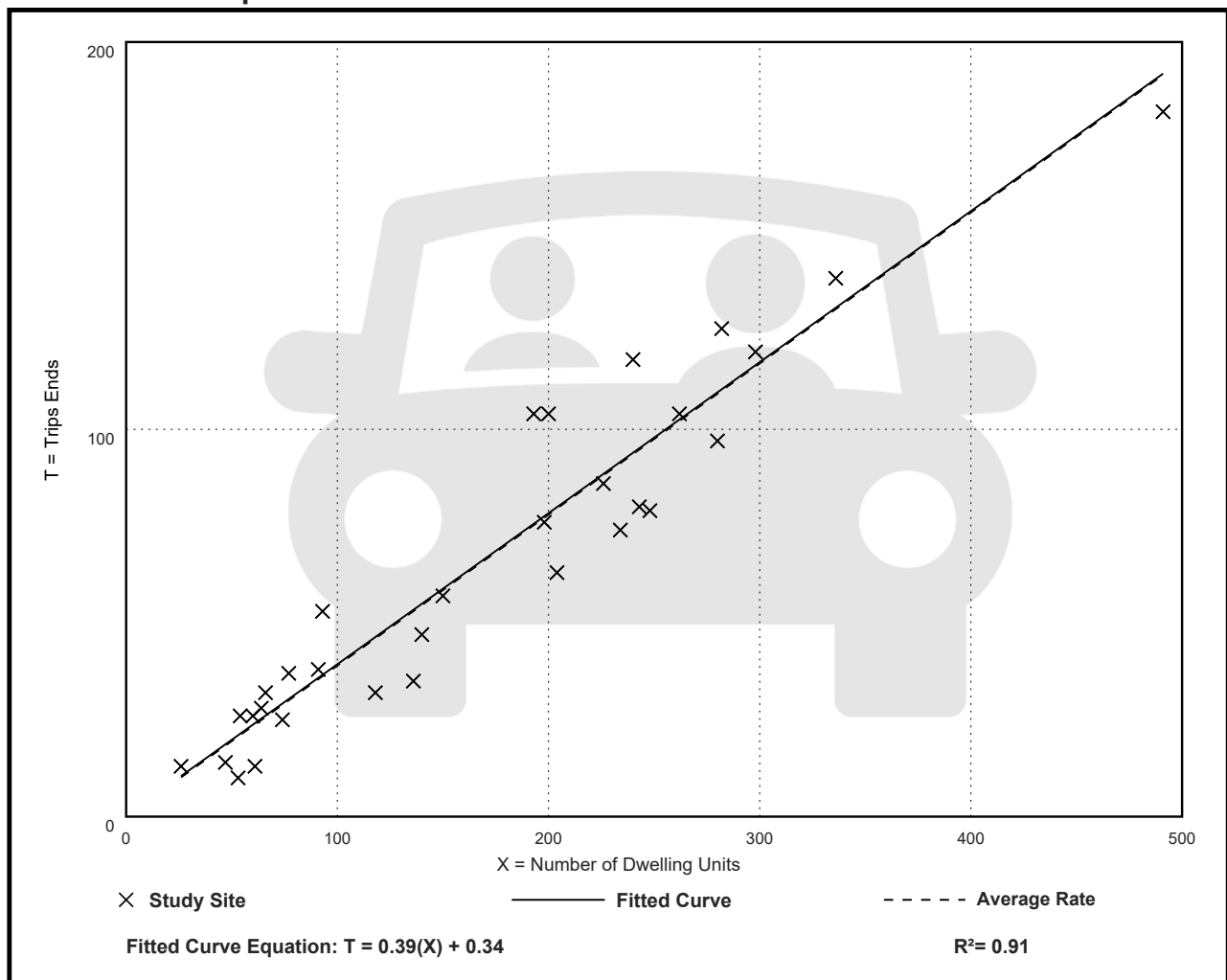
Avg. Num. of Dwelling Units: 169

Directional Distribution: 61% entering, 39% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.39	0.19 - 0.57	0.08

Data Plot and Equation



9781 W. Bay Harbor Dr.

BASIN INFORMATION FOR PROP. DRAINAGE SYSTEM

Storm frequency, T= **10** Years
 Minimum time of Concentration, t_c = **10** Min.
 The IDF relation used by DERM, $I = 308.5 / (48.6T^{-0.11} + t(0.5895 + T^{-0.67}))$
 Intensity, I = 6.74 (Inch/Hour)

RATIONAL METHOD PEAK RUNOFF CALCULATIONS

DRAINAGE BASIN ID	TOTAL DRAINAGE BASIN AREA (AC)	IMPERVIOUS AREA (AC)	PERVIOUS AREA (AC)	WEIGHTED "C" VALUE	CONTRIBUTING DRAINAGE AREA (CXA)	INTENSITY "I" (INCH/HR)	PEAK RUNOFF (Q=CIA) (CFS)
BLDG	0.16	0.16	0.00	0.95	0.15	6.74	1.02

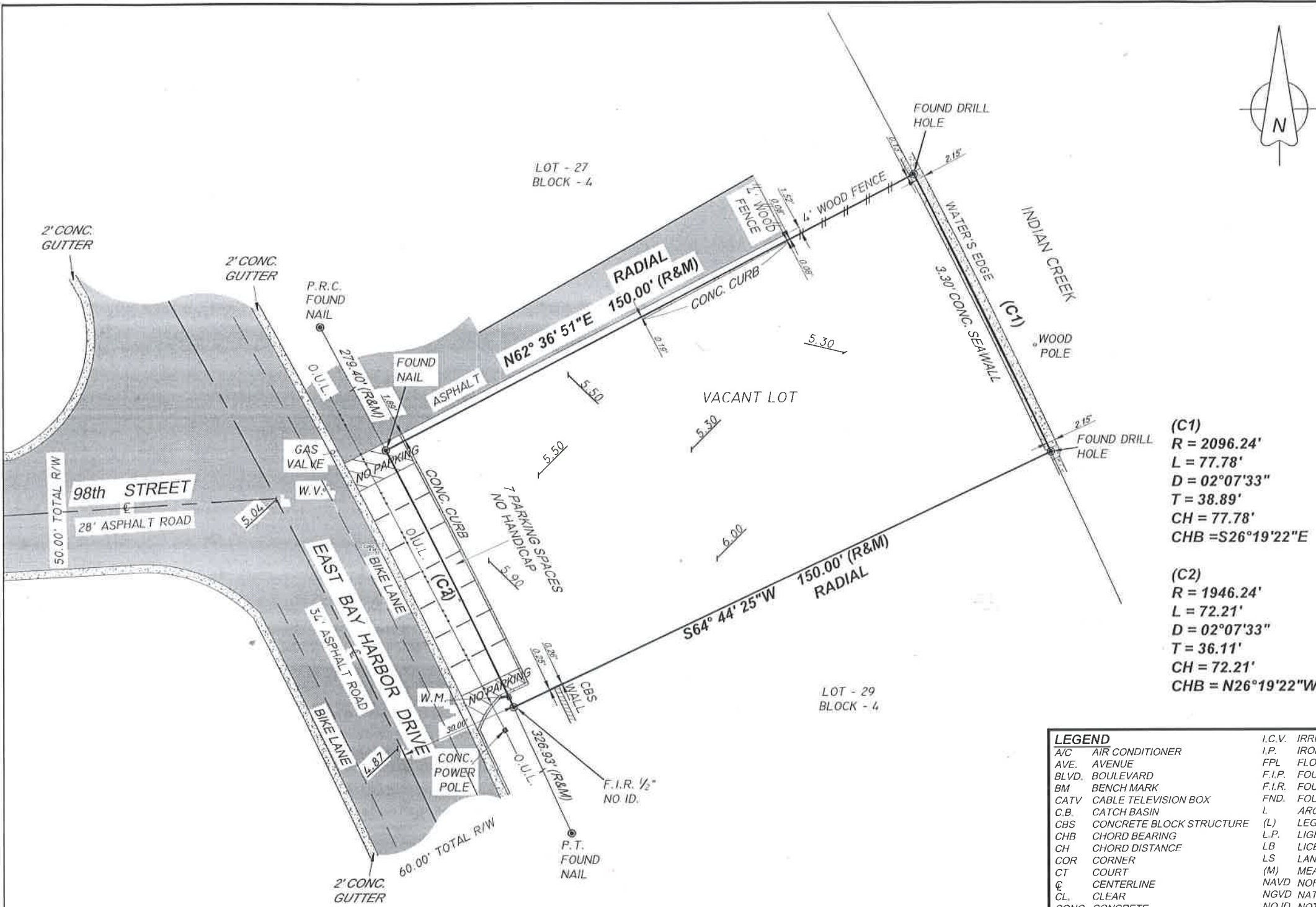
DRAINAGE WELL DESIGN

Well Discharge Capacity: **350** gpm/ft of head.
 Well Discharge Capacity: **0.78** cfs/ft
 Well Diameter: **24** inches
 Drainage Well Casing Depth: **80** feet
 Well Mounding: **1.76** ft.
 Ground Water Table: **2.07** ft. N.G.V.D.
 Provided Well Structures Min. Top Elevation: **8.00** ft. N.G.V.D.

DRAINAGE BASIN ID	AVAILABLE EFFECTIVE HEAD (FT. NGVD)	WELL CAPACITY (CFS/WELL)	DRAINAGE BASIN AREA (AC.)	PEAK RUNOFF (CFS)	NUMBER OF WELLS PROPOSED	TOTAL WELLS CAPACITY (CFS)	SAFETY FACTOR
Site	4.17	3.25	0.160	1.02	1.00	3.25	3.17

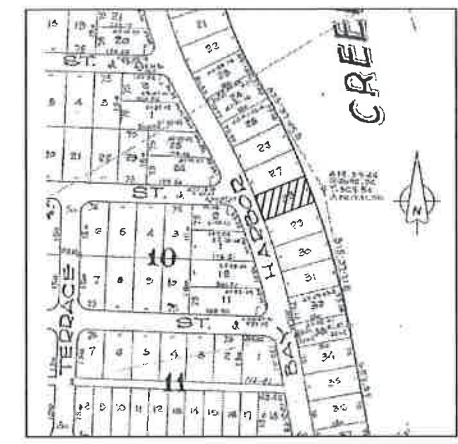
CALCULATIONS FOR 90 SEC. RETENTION TIME

DRAINAGE STRUCTURE ID	WELL STRUCTURE DIMENSIONS		DRAINAGE STRUCTURE RIM ELEVATION (FT. N.G.V.D.)	WELL CASING ELEVATION (NGVD)	PEAK RUNOFF (CFS)	90 SEC. RETENTION VOLUME (CF)	REQUIRED Hmin. (FT.)	PROVIDED Hmin. (ft.)
DW-1	WIDTH (FT.)	LENGTH (FT.)	6.50	3.85	1.02	92	1.76	3.50



LOCATION SKETCH

NOT TO SCALE



LEGAL DESCRIPTION:

LOT 28, BLOCK 4, BAY HARBOR ISLAND, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 46, AT PAGE 4, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SURVEYOR'S NOTES:

- 1) NOT VALID UNLESS SIGNATURE IS EMBOSSED WITH THE REGISTERED LAND SURVEYOR'S SEAL.
- 2) LEGAL DESCRIPTION PROVIDED BY OTHERS.
- 3) PROPERTIES SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PROPERTY PLAT OF RECORD.
- 4) MEASUREMENTS TO WOOD FENCES ARE TO OUTSIDE OF WOOD.
- 5) UNDERGROUND UTILITIES, FOUNDATIONS, OR OTHER IMPROVEMENTS, IF ANY, WERE NOT LOCATED.
- 6) ELEVATIONS, IF SHOWN ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929.
- 7) FENCE OWNERSHIP NOT DETERMINED UNLESS OTHERWISE NOTED.
- 8) MEASUREMENTS TO WIRE FENCES ARE TO CENTER OF WIRE.
- 9) WALL MEASUREMENTS ARE TO/FROM FACE OF WALL.
- 10) DRAWING DISTANCE BETWEEN WALLS AND/OR FENCES AND PROPERTY LINES MAY BE EXAGGERATED FOR CLARITY.
- 11) FLOOD ZONE INFORMATION WAS DERIVED FROM FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INFORMATION RATE MAPS
- 12) BEARINGS IF ANY SHOWN ARE BASED ON PLAT MERIDIAN AT: SOUTH LINE OF SUBJECT LOT= (S64° 44' 25"W)

(C1)
R = 2096.24'
L = 77.78'
D = 02°07'33"
T = 38.89'
CH = 77.78'
CHB = S26°19'22"E

(C2)
R = 1946.24'
L = 72.21'
D = 02°07'33"
T = 36.11'
CH = 72.21'
CHB = N26°19'22"W

LEGEND			
A/C AIR CONDITIONER	I.C.V. IRRIGATION CONTROL VALVE	P.C.P. PERMANENT CONTROL POINT	W/M WATER METER
AVE. AVENUE	I.P. IRON PIPE	PLS PROFESSIONAL LAND SURVEYOR	W.V. WATER VALVE
BLVD. BOULEVARD	FPL FLORIDA POWER & LIGHT	PSM PROFESSIONAL SURVEYOR AND MAPPER	W.U.P. WOOD UTILITY POLE
BM BENCH MARK	F.I.P. FOUND IRON PIPE	PL PROPERTY LINE	
CATV CABLE TELEVISION BOX	F.I.R. FOUND IRON ROD	P.O.B. POINT OF BEGINNING	
C.B. CATCH BASIN	FND. FOUND	P.O.C. POINT OF COMMENCEMENT	
CBS CONCRETE BLOCK STRUCTURE	L ARC LENGTH	P.R.C. POINT OF REVERSE CURVATURE	
CHB CHORD BEARING	(L) LEGAL	P.R.M. PERMANENT REFERENCE MONUMENT	
CH CHORD DISTANCE	L.P. LIGHT POLE	P.T. POINT OF TANGENCY	
COR CORNER	LB LICENSED BUSINESS	R RADIUS	
CT COURT	LS LAND SURVEYOR	(R) RECORD	
CL CENTERLINE	(M) MEASURED	R.E. RIM ELEVATION	
CL CLEAR	NAVD NORTH AMERICAN VERTICAL DATUM	R/W RIGHT-OF-WAY	
CONC. CONCRETE	NGVD NATIONAL GEODETIC VERTICAL DATUM	SAN. SANITARY	
C.O. CLEAN OUT	NO ID. NOT IDENTIFIABLE	S.I.P. SET IRON PIPE	
E.B. ELECTRIC BOX	NO. NUMBER	S.I.R. SET IRON ROD	
ELEV. ELEVATION	NTS NOT TO SCALE	ST. STREET	
ENCR. ENCROACHMENT	O.R.B. OFFICIAL RECORD BOOK	T TANGENT	
E.R.P. ELEVATION REFERENCE POINT	ON/PL ON PROPERTY LINE	T.B.M. TEMPORARY BENCH MARK	
F.F. FINISH FLOOR	O.U.L. OVERHEAD UTILITY LINES	TEL. TELEPHONE	
F.H. FIRE HYDRANT	P.C. POINT OF CURVATURE	TYP. TYPICAL	
	P.C.C. POINT OF COMPOUND CURVATURE	U.E. UTILITY EASEMENT	

SYMBOLS
CONCRETE
OVERHEAD UTILITY LINES
WIRE FENCE
WOOD FENCE
PROPERTY CORNER
WATER FLOW
EXISTING GRADE ELEVATION
PROPOSED GRADE ELEVATION
WATER VALVE
SIGN
DRAINAGE MANHOLE
SANITARY MANHOLE
FIRE HYDRANT
LIGHTING FIXTURE
FIRE DEPARTMENT CONNECTION

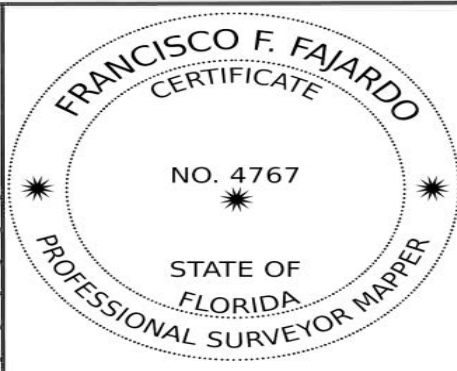
CERTIFIED TO:
CONGREE BHE LLC.

LOT SQUARE FOOTAGE:
11,249 SQUARE FEET +/- 0.26 ACRES +/-

LOT SQUARE FOOTAGE
ADDED: 07/21/2022

NO FIELD BOUNDARY
SURVEY UPDATED.

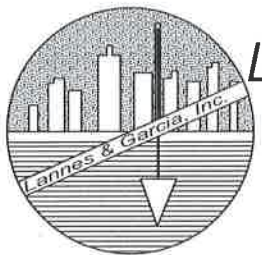
FLOOD ZONE: AE	PROPERTY OF: 9781 EAST BAY HARBOR DRIVE, BAY HARBOR ISLANDS, FLORIDA 33154
MAP & PANEL = 12086C0144	
COMMUNITY NO.: 120637	
SUFFIX: L	
DATE OF FIRM: 09/11/2009	
BASE ELEV. = 9/10 NGVD 1929	
ELEVATIONS SHOWN REFER TO N.G.V.D. 1929.	
B.M.# S-243 ELEV. = 11.77 (MIAMI-DADE COUNTY)	



A BOUNDARY SURVEY

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS MADE UNDER MY SUPERVISION AND MEETS STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND, THAT THE SKETCH HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

FRANCISCO F. FAJARDO
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4767.



PROFESSIONAL SURVEYING AND MAPPING
LANNES AND GARCIA, INC.
LB # 2098
FRANCISCO F. FAJARDO PSM # 4767 (QUALIFIER)
4967 SW 75th AVENUE,
MIAMI, FLORIDA 33155
PH (305) 666-7909 FAX (305) 442-2530

FIELD DATE: 02/03/2022	SCALE: 1" = 30'	DRAWN BY: TJY/J.L.J.	DWG. No.: 269140-A
			DWG. No.: 269140



9781 EAST BAY HARBOR DRIVE

9781 EAST BAY HARBOR DR, BAY HARBOR ISLANDS, FL 33154
DEVELOPMENT REVIEW BOARD SUBMITTAL
09-27-2022

DRAWING INDEX		
Delta (Revision):		
Discipline	Sheet	Description
ARCH KKAID	A0.00	COVER
		SURVEY
	A1.00	PROJECT DATA
	A1.01	OPEN AREA CALCULATIONS
	A1.02	CONTEXT SITE MAP
	A1.03	CONTEXT PHOTOS
	A1.04	SURROUNDING BUILDINGS
	A1.05	RENDERING_VIEW FROM THE BAY
	A1.06	RENDERING_VIEW FROM THE STREET
	A2.00	SITE PLAN
	A3.00	FLOOR PLAN - LEVEL 1
	A3.01	FLOOR PLAN - LEVEL 2
	A3.02	FLOOR PLAN - LEVEL 3
	A3.03	FLOOR PLAN - LEVEL 4
	A3.04	FLOOR PLAN - LEVEL 5
	A3.05	FLOOR PLAN - LEVEL6
	A3.06	FLOOR PLAN - LEVEL 7
	A3.07	FLOOR PLAN - LEVEL 8
	A3.08	ROOF PLAN - POOL DECK
	A3.09	TOP OF ROOF SLAB
	A4.00	BUILDING COLOR ELEVATION - SOUTH
	A4.01	BUILDING COLOR ELEVATION - EAST
	A4.02	BUILDING COLOR ELEVATION - NORTH
	A4.03	BUILDING COLOR ELEVATION - WEST
	A5.00	BUILDING SECTION - A
	A5.01	BUILDING SECTION - B
PHOTOMETRIC K-G	PH-1	LEVEL 1 - PHOTOMETRIC PLANS
	PH-2	LEVEL 1 - EMERGENCY PHOTOMETRIC PLANS
	PH-3	ROOF DECK - PHOTOMETRIC PLANS
	PH-4	ROOF DECK - EMERGENCY PHOTOMETRIC PLANS
LANDSCAPE TG	L-1	PROPOSED LEVEL 1 LANDSCAPE PLAN
	L-2	PROPOSED ROOF DECK LANDSCAPE PLAN
	TD-1	TREE DISPOSITION PLAN
CIVIL OCEAN ENG.	C100	GENERAL NOTES AND SPECIFICATIONS
	C200	PAVING GRADING AND DRAINAGE PLAN
	C300	WATER AND SEWER PLAN
	C400	DRAINAGE DETAILS
	C500	SEDIMENTATION AND EROSION CONTROL PLAN
	C600	SEDIMENTATION AND EROSION CONTROL NOTES

CIVIL ENGINEER

OCEAN ENGINEERING
8101 BISCAYNE BLVD
SUITE 508
MIAMI, FL 33138
TEL: 786-518-2008

MEP ENGINEER
REYES-GAVILAN ENGINEERS, INC
16252 NW 79th AVE.
MIAMI, FL 33016
TEL: 305-828-0644

LANDSCAPE DESIGN

TOPO_GRAPHIC LLC
3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
TEL: 941-564-5016

TRAFFIC CONSULTANT
LANGAN
100 CAMBRIDGE STREET , SUITE 1310
BOSTON, MA 02114
TEL: 786-264-7200

OWNER

9781 BAY HARBOR DEVELOPMENT, LLC
18101 COLLINS AVENUE, #3908
SUNNY ISLES BEACH
FL 33160

FIRE PROTECTION / LIFE SAFETY CONSULTANT
SLS
260 PALERMO AVENUE
CORAL GABLE , FLORIDA 33134
TEL: 786-352-7377

ARCHITECTS

KOBI KARP ARCHITECTURE &
INTERIOR DESIGN
571 NW 28th STREET
MIAMI, FL 33127
TEL: 305.573.1818

Rev.	Date	Rev.	Date
<u>1</u>		<u>9</u>	
<u>2</u>		<u>10</u>	
<u>3</u>		<u>11</u>	
<u>4</u>		<u>12</u>	
<u>5</u>		<u>14</u>	
<u>6</u>		<u>15</u>	
<u>7</u>		<u>16</u>	
<u>8</u>		<u>17</u>	

ALL DRAWINGS AND WRITTEN MATERIAL APPEARING HEREIN CONSTITUTE THE ORIGINAL AND UNPUBLISHED WORK OF KOBI KARP AIA, AND MAY NOT BE DUPLICATED, USED, OR DISCLOSED WITHOUT THE EXPRESS WRITTEN CONSENT OF KOBI KARP ARCHITECTURE & INTERIOR DESIGN, INC. AIA (c) 2019

DRB SET

9781 EAST BAY HARBOR DRIVE

9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:

Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO_GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

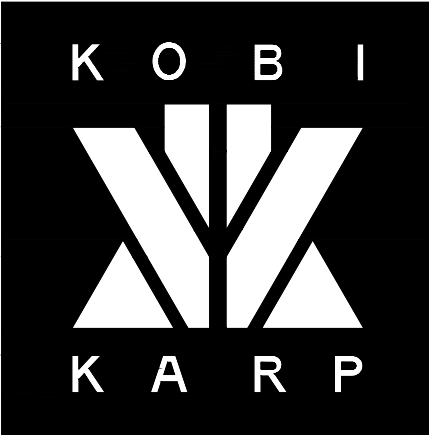
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:

Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766

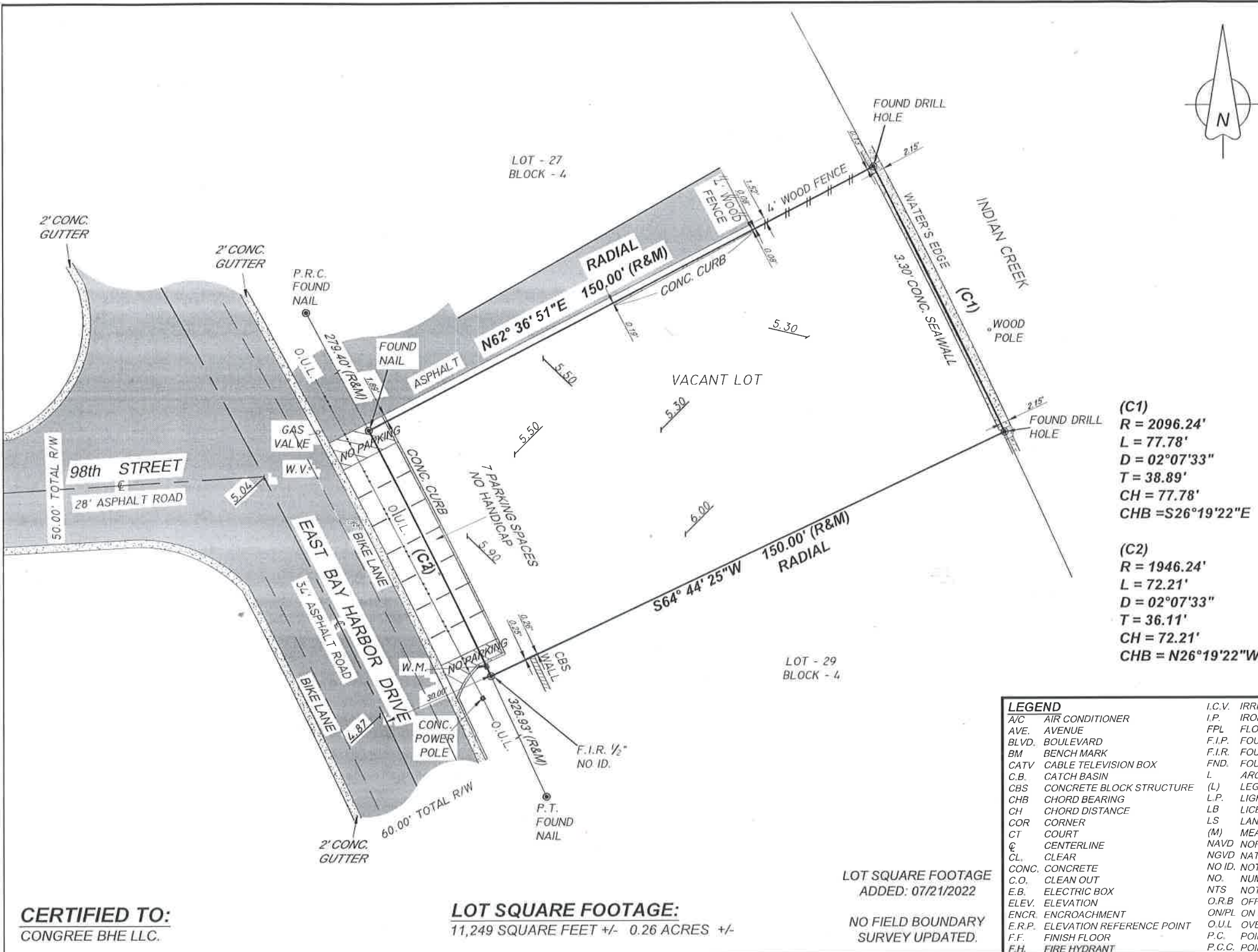


KOBI KARP
Lic. # AR0012578

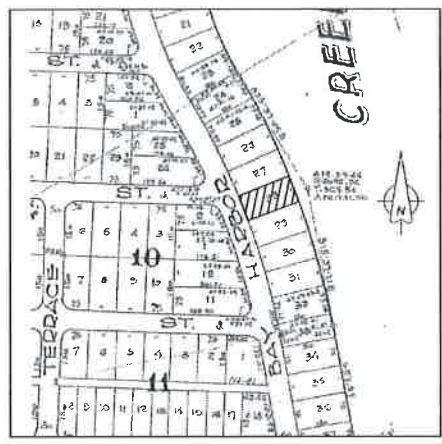


COVER

Date:	09-27-2022	Sheet No. A0.00
Scale:		
Project:	2229	



LOCATION SKETCH
NOT TO SCALE



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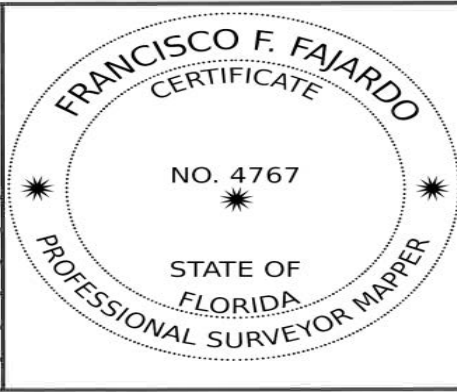
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R = 2096.24'
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D = 02°07'33"
T = 38.89'
CH = 77.78'
CHB = S26°19'22"E

(C2)
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LEGEND			
A/C AIR CONDITIONER	I.C.V. IRRIGATION CONTROL VALVE	P.C.P. PERMANENT CONTROL POINT	W/M WATER METER
AVE. AVENUE	I.P. IRON PIPE	PLS PROFESSIONAL LAND SURVEYOR	W.V. WATER VALVE
BLVD. BOULEVARD	FPL FLORIDA POWER & LIGHT	PSM PROFESSIONAL SURVEYOR AND MAPPER	W.U.P. WOOD UTILITY POLE
BM BENCH MARK	F.I.P. FOUND IRON PIPE	PL PROPERTY LINE	
CATV CABLE TELEVISION BOX	F.I.R. FOUND IRON ROD	P.O.B. POINT OF BEGINNING	
C.B. CATCH BASIN	FND. FOUND	P.O.C. POINT OF COMMENCEMENT	
CBS CONCRETE BLOCK STRUCTURE	L ARC LENGTH	P.R.C. POINT OF REVERSE CURVATURE	
CHB CHORD BEARING	(L) LEGAL	P.R.M. PERMANENT REFERENCE MONUMENT	
CH CHORD DISTANCE	L.P. LIGHT POLE	P.T. POINT OF TANGENCY	
COR CORNER	LB LICENSED BUSINESS	R RADIUS	
CT COURT	LS LAND SURVEYOR	(R) RECORD	
CL CENTERLINE	(M) MEASURED	R.E. RIM ELEVATION	
CL CLEAR	NAVD NORTH AMERICAN VERTICAL DATUM	R/W RIGHT-OF-WAY	
CONC. CONCRETE	NGVD NATIONAL GEODETIC VERTICAL DATUM	SAN. SANITARY	
C.O. CLEAN OUT	NO ID. NOT IDENTIFIABLE	S.I.P. SET IRON PIPE	
E.B. ELECTRIC BOX	NO. NUMBER	S.I.R. SET IRON ROD	
ELEV. ELEVATION	NTS NOT TO SCALE	ST. STREET	
ENCR. ENCROACHMENT	O.R.B. OFFICIAL RECORD BOOK	T TANGENT	
E.R.P. ELEVATION REFERENCE POINT	ON/PL ON PROPERTY LINE	T.B.M. TEMPORARY BENCH MARK	
F.F. FINISH FLOOR	O.U.L. OVERHEAD UTILITY LINES	TEL. TELEPHONE	
F.H. FIRE HYDRANT	P.C. POINT OF CURVATURE	TYP. TYPICAL	
	P.C.C. POINT OF COMPOUND CURVATURE	U.E. UTILITY EASEMENT	

SYMBOLS	
	CONCRETE
	OVERHEAD UTILITY LINES
	WIRE FENCE
	WOOD FENCE
	PROPERTY CORNER
	WATER FLOW
	EXISTING GRADE ELEVATION
	PROPOSED GRADE ELEVATION
	WATER VALVE
	SIGN
	DRAINAGE MANHOLE
	SANITARY MANHOLE
	FIRE HYDRANT
	LIGHTING FIXTURE
	FIRE DEPARTMENT CONNECTION

FLOOD ZONE: AE	PROPERTY OF:
MAP & PANEL = 12086C0144	9781 EAST BAY HARBOR DRIVE,
COMMUNITY NO.: 120637	BAY HARBOR ISLANDS, FLORIDA 33154
SUFFIX: L	
DATE OF FIRM: 09/11/2009	
BASE ELEV. = 9/10 NGVD 1929	
ELEVATIONS SHOWN REFER TO N.G.V.D. 1929.	
B.M.# S-243 ELEV. = 11.77 (MIAMI-DADE COUNTY)	

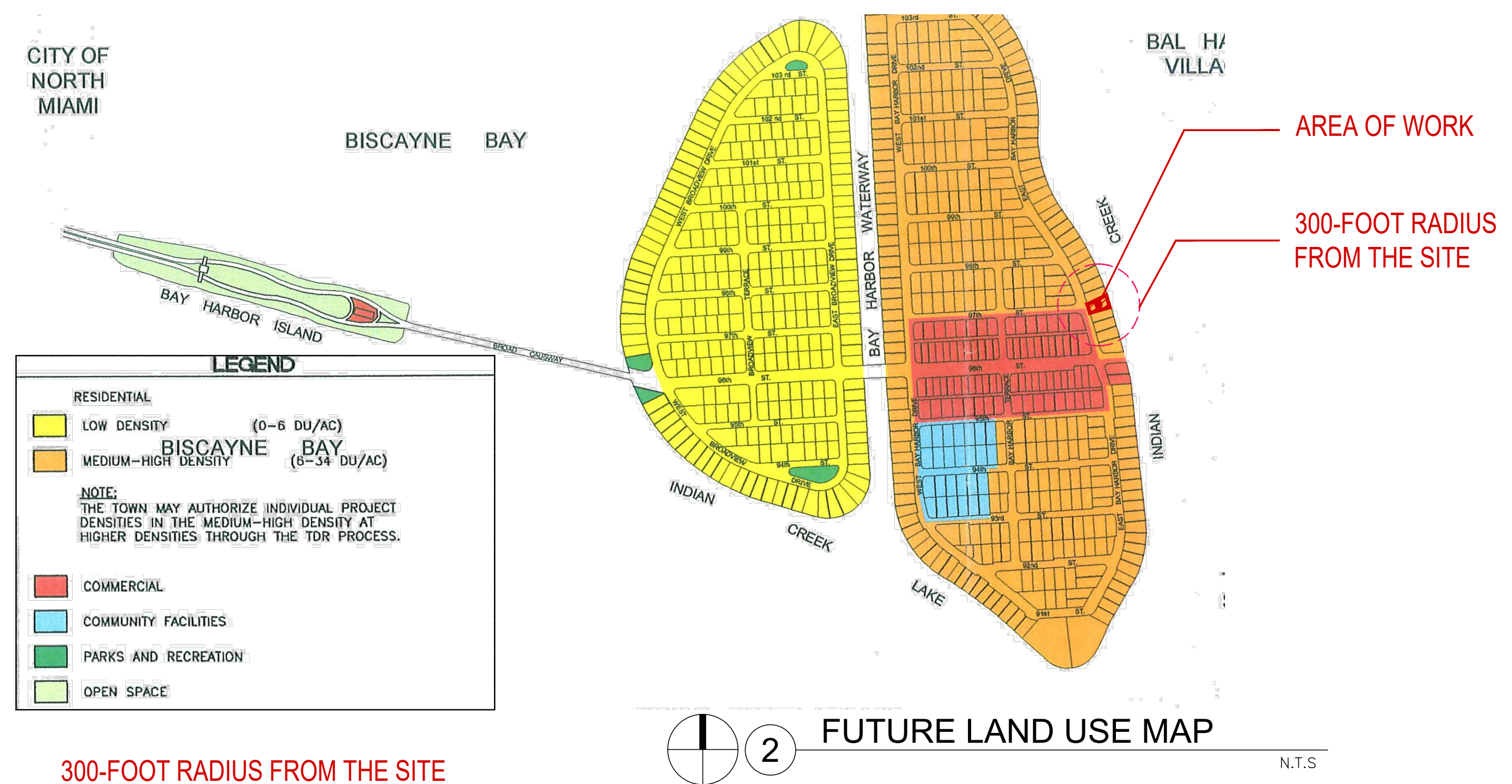


A BOUNDARY SURVEY
I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY WAS MADE UNDER MY SUPERVISION AND MEETS STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17.050 THROUGH 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND, THAT THE SKETCH HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, SUBJECT TO NOTES AND NOTATIONS SHOWN HEREON.

FRANCISCO F. FAJARDO
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
REGISTRATION NO. 4767.

PROFESSIONAL SURVEYING AND MAPPING
LANNES AND GARCIA, INC.
LB # 2098
FRANCISCO F. FAJARDO PSM # 4767 (QUALIFIER)
4967 SW 75th AVENUE,
MIAMI, FLORIDA 33155
PH (305) 666-7909 FAX (305) 442-2530

FIELD DATE: 02/03/2022	SCALE: 1" = 30'	DRAWN BY: TJY/J.L.J.	DWG. No.: 269140
			DWG. No.: 269140-A



ZONING INFORMATION

SECTION

PROJECT NAME: 9781 EAST BAY HARBOR DRIVE

PROJECT ADDRESS: 9781 E BAY HARBOR DR, BAY HARBOR ISLANDS, FL 33154

ZONING: RM-1

FOLIO NUMBER: 13-2227-001-1040

COMPREHENSIVE PLAN FLUM DESIGNATION: MEDIUM-HIGH DENSITY RESIDENTIAL (6-34 DUA)

GROSS LOT AREA: 11,249 SF (0.2590 ACRES)

BASE FLOOD ELEVATION: 10 NGVD

DESIGN FLOOD ELEVATION: 10' + 1' = 11' NGVD

1

SITE REQUIREMENTS

	ALLOWED / REQUIRED	PROPOSED
A) LOT AREA		11,249 SF (0.2590 ACRES)
B) DENSITY	(34 DU/AC MAX) 34 x 0.2590 = 8.8 UNITS MAX = (9 UNITS)	9 UNITS
C) BUILDING HEIGHT	75'	75'-0" + 5'-0" POOL DECK
D) BUILDING LENGTH	205' MAX ABOVE 45,' 120' MAX.	99'-2"
E) LANDSCAPE REQUIREMENTS	20% LOT AREA MIN. 11,249 X 0.2 = 2,250 SF MIN.	2,870 SF = 25%
F) ROOF DECK LANDSCAPE REQUIREMENTS	15% ROOF AREA MIN. 2,934 X 0.15 = 440 SF MIN.	441 SF = 15%

2

SETBACK REQUIREMENTS

	ALLOWED / REQUIRED	PROPOSED
A) FRONT YARD SETBACK	BLDG LESS THAN 30 FEET IN HEIGHT . 20 FEET BLDG LESS THAN 45 FEET IN HEIGHT . 25 FEET BLDG LESS THAN 65 FEET IN HEIGHT . 30 FEET	20 FEET 25 FEET 30 FEET
(WEST) FLEX SETBACK	MAX. ALLOWED 1/3 OF LENGTH OF BUILDING (53.5 FT.) . 17.8 FEET	10 FEET
B) SIDE YARD SETBACK (NORTH & SOUTH)	BLDG LESS THAN 30 FEET IN HEIGHT . 10 FEET FOR EACH ADDITIONAL 3 FEET ABOVE 30 FEET THERE SHALL BE ONE ADDITIONAL FOOT OF BLDG SETBACK FOR THAT PORTION OF THE STRUCTURE OVER 30 FEET IN HEIGHT FOR A MAXIMUM OF 22'-6"	10'-0" LEVEL 1,2,3 11'-6" LEVEL 4 15'-0" LEVEL 5 18'-0" LEVEL 6 20'-0" LEVEL 7 - 8
(NORTH) FLEX SETBACK	MAX. ALLOWED 1/3 OF LENGTH OF BUILDING (99.2 FT.) . 33.1 FEET	33.1 FEET
(SOUTH) FLEX SETBACK	MAX. ALLOWED 1/3 OF LENGTH OF BUILDING (109.1 FT.) . 36.4 FEET	36.4 FEET
C) REAR YARD SETBACK	20 FEET	20 FEET

3

AREA BREAKDOWN

LEVEL	TOTAL AREA	SELLABLE AREA
LEVEL 1 (PARKING GARAGE)	5,949 SF	-
LEVEL 2	5,395 SF	3,210 SF
LEVEL 3	5,459 SF	4,574 SF
LEVEL 4	5,255 SF	4,370 SF
LEVEL 5	4,826 SF	4,261 SF
LEVEL 6	4,425 SF	3,860 SF
LEVEL 7	4,156 SF	3,591 SF
LEVEL 8	4,156 SF	3,591 SF
ROOF LEVEL	2,934 SF	-
GRANDTOTAL	42,555 SF	27,457 SF

4

PARKING REQUIREMENTS

AREA / UNIT	PARKING RATE	REQUIRED	PROPOSED
-RESIDENTIAL 9 UNITS	2 P.S. x UNIT	18 P.S.	18 P.S.
ADA P.S.	1 P.S.	1 P.S.	1 P.S.
VISITOR	0 P.S. PER ZONING CODE SEC 23-24 (c)(3).		
TOTAL PARKING		19 P.S.	19 P.S.
PARKING PER FLOORS		TOTAL OF PARKING	
LEVEL 1 18 STANDARD P.S. + 1 ACCESSIBLE P.S. = 19 P.S.		19 P.S.	

5

OF UNIT BREAKDOWN

LEVELS	UNITS PER FLOOR	SUBTOTAL UNITS	TOTAL UNITS PROPOSED
2	1 RESIDENTIAL UNITS	1 UNITS	9 UNITS
3-4	2 RESIDENTIAL UNITS	4 UNITS	
5-8	1 RESIDENTIAL UNITS	1 UNITS x 4 LEVELS = 4 UNITS	
		TOTAL UNITS = 9 UNITS	

6

UNIT MIX CHART

LEVEL	UNIT	NUMBER OF BEDROOMS	MIN. UNIT SF REQUIRED	PROVIDED
1	-	-	-	-
2	2A	3	1,350 SF	2,210 SF
3	3A	3	1,350 SF	2,414 SF
	3B	3	1,350 SF	2,160 SF
4	4A	3	1,350 SF	2,308 SF
	4B	3	1,350 SF	2,062 SF
5	5A	4	1,550 SF	4,261 SF
6	6A	4	1,550 SF	3,860 SF
7	7A	4	1,550 SF	3,591 SF
8	8A	4	1,550 SF	3,591 SF
ROOF L.	-	-	-	-

Rev.	Date	Rev.	Date
<u>1</u>		<u>9</u>	
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		<u>17</u>	

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DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:

Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO_GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

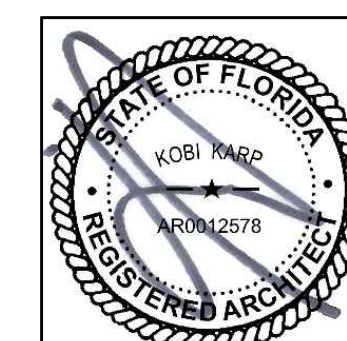
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

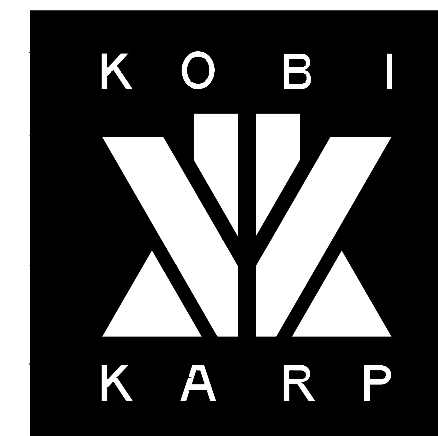
MEP ENGINEER:
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CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
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Tel: 305-828-0644

ARCHITECTS:

Name: Kobi Karp Architecture and Interior Design, Inc.
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Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766

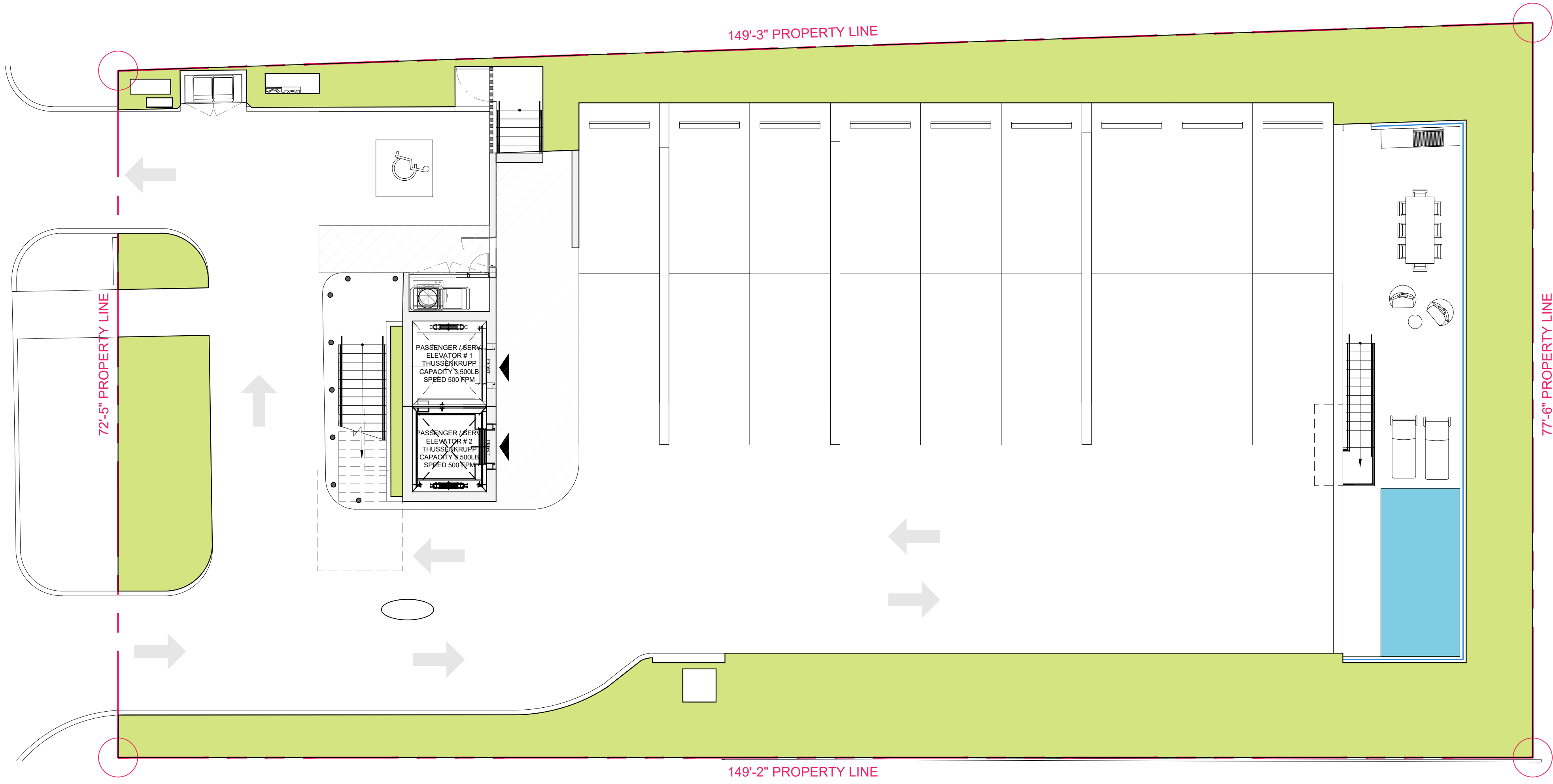


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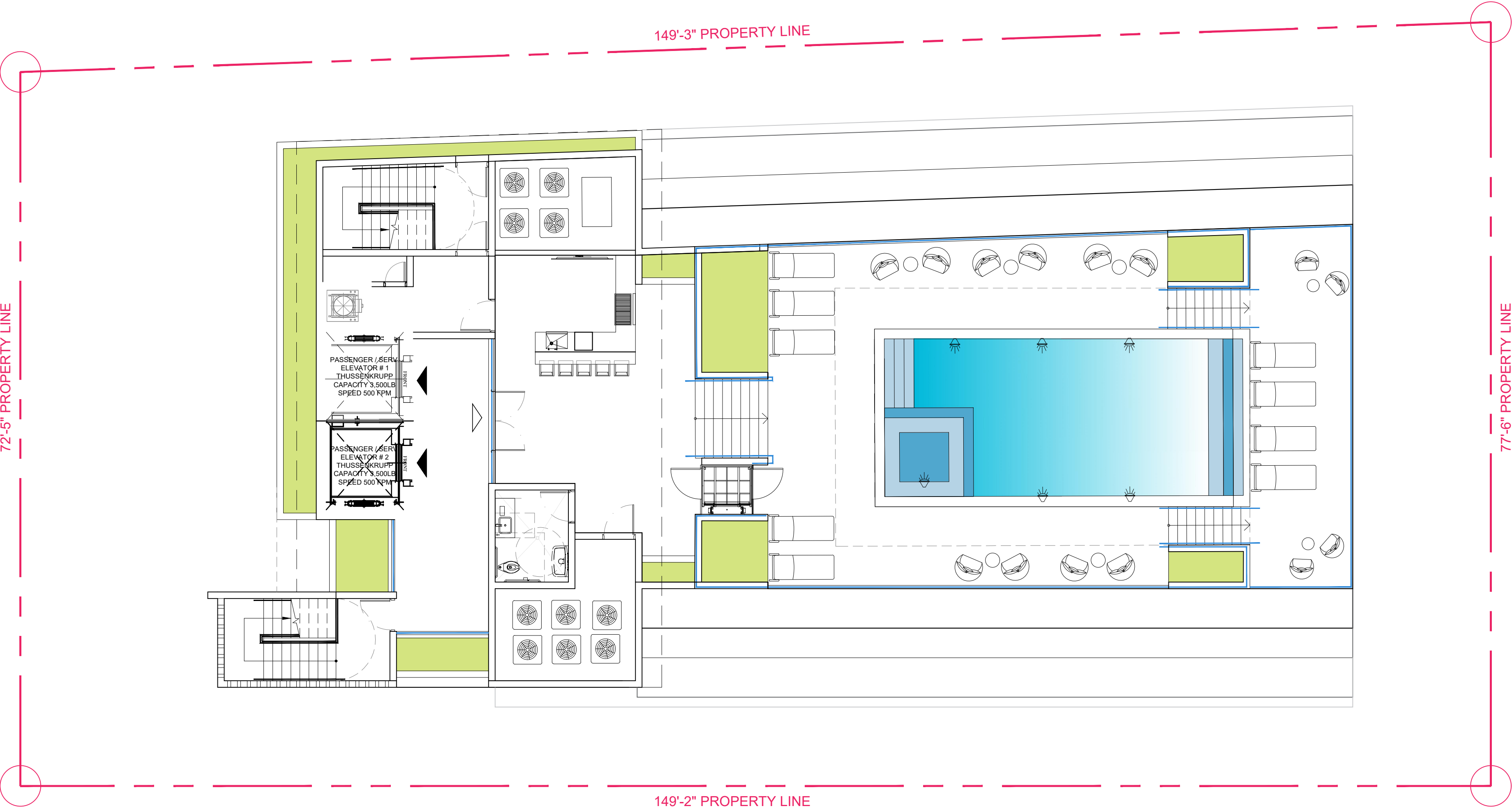
PROJECT DATA

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Scale:		
Project:	2229	



LOT AREA	OPEN SPACE 20% MIN. BY CODE			
	MINIMUM	PROPOSED	%	COLOR
11,249 SF.	2,250 SF.	2,870 SF.	25 %	

1 GROUND FLOOR - OPEN SPACE
SCALE: 1/8" = 1'-0"



ROOF AREA	ROOF LANSCAPED 15% MIN.			
	MINIMUM	PROPOSED	%	COLOR
2,934 SF.	440 SF.	441 SF.	15 %	

2 ROOF DECK - OPEN SPACE
SCALE: 1/8" = 1'-0"

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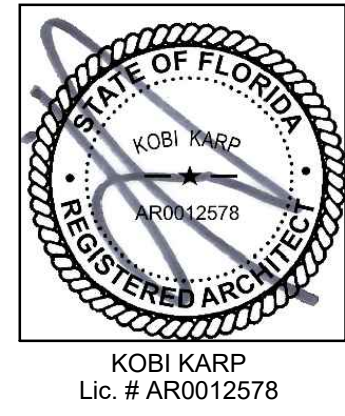
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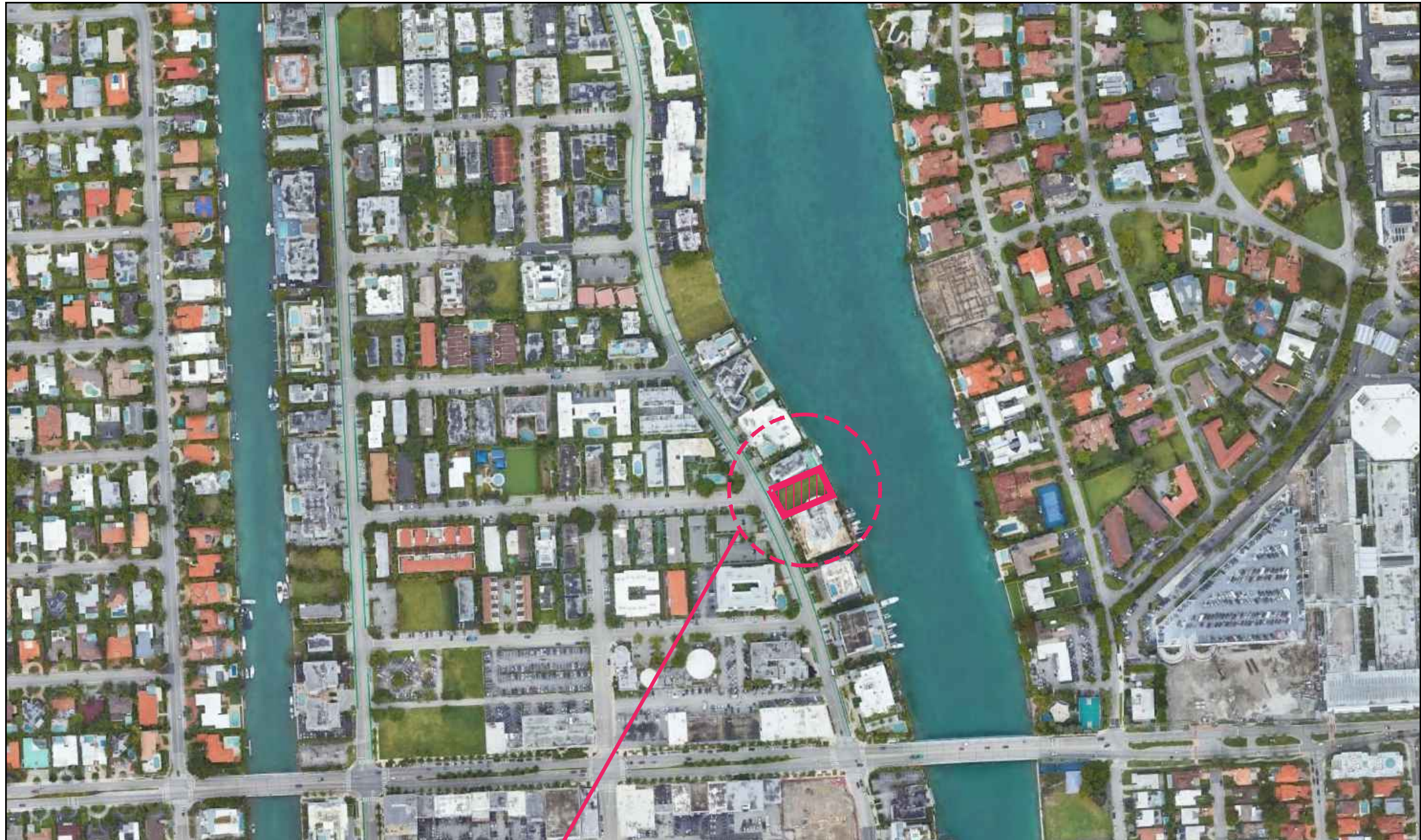
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OPEN AREA CALCULATION

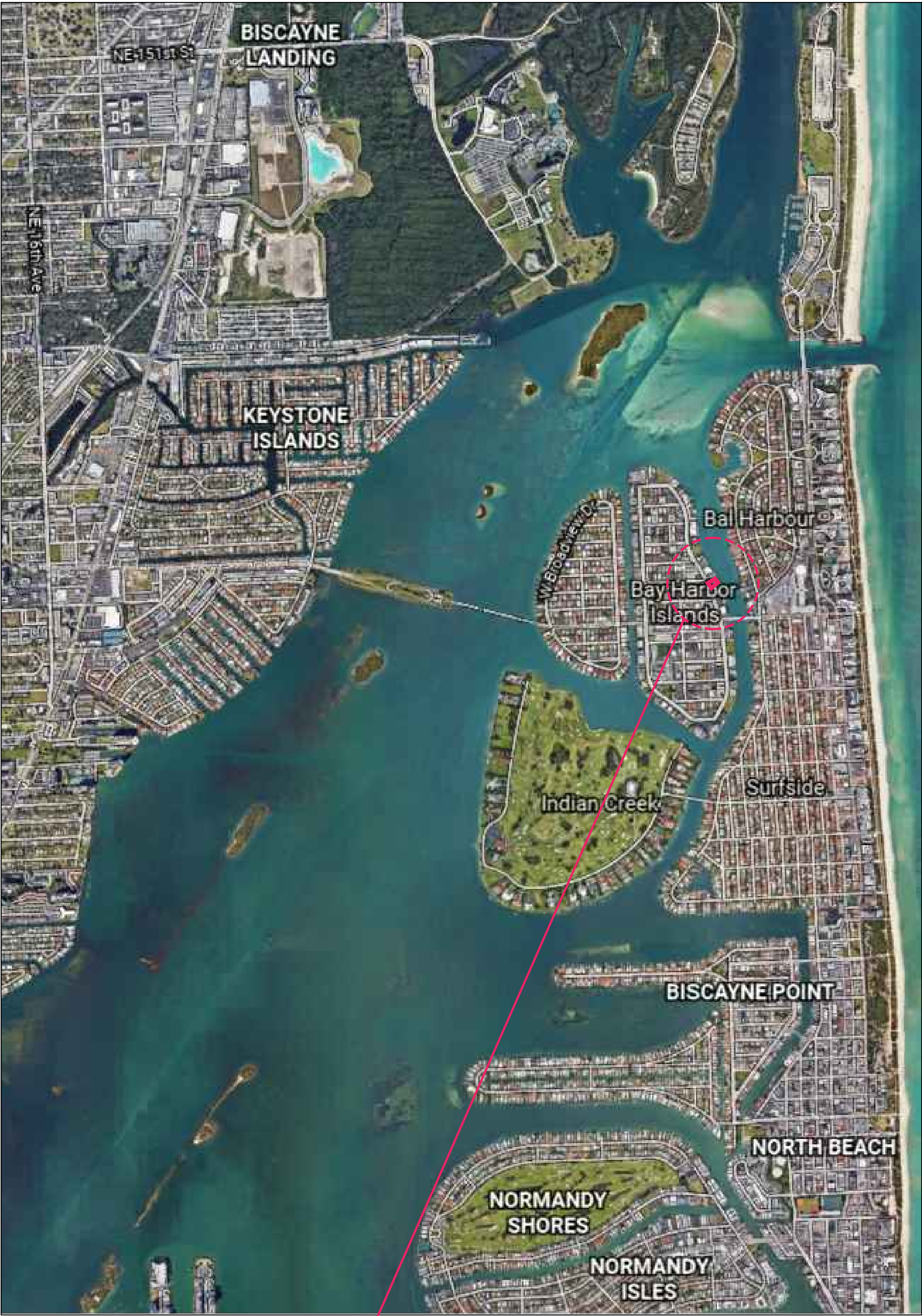
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SITE



SITE



SITE

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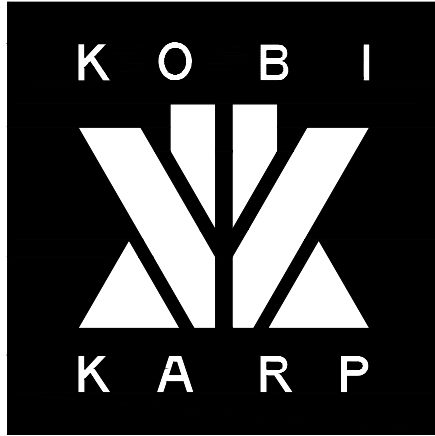
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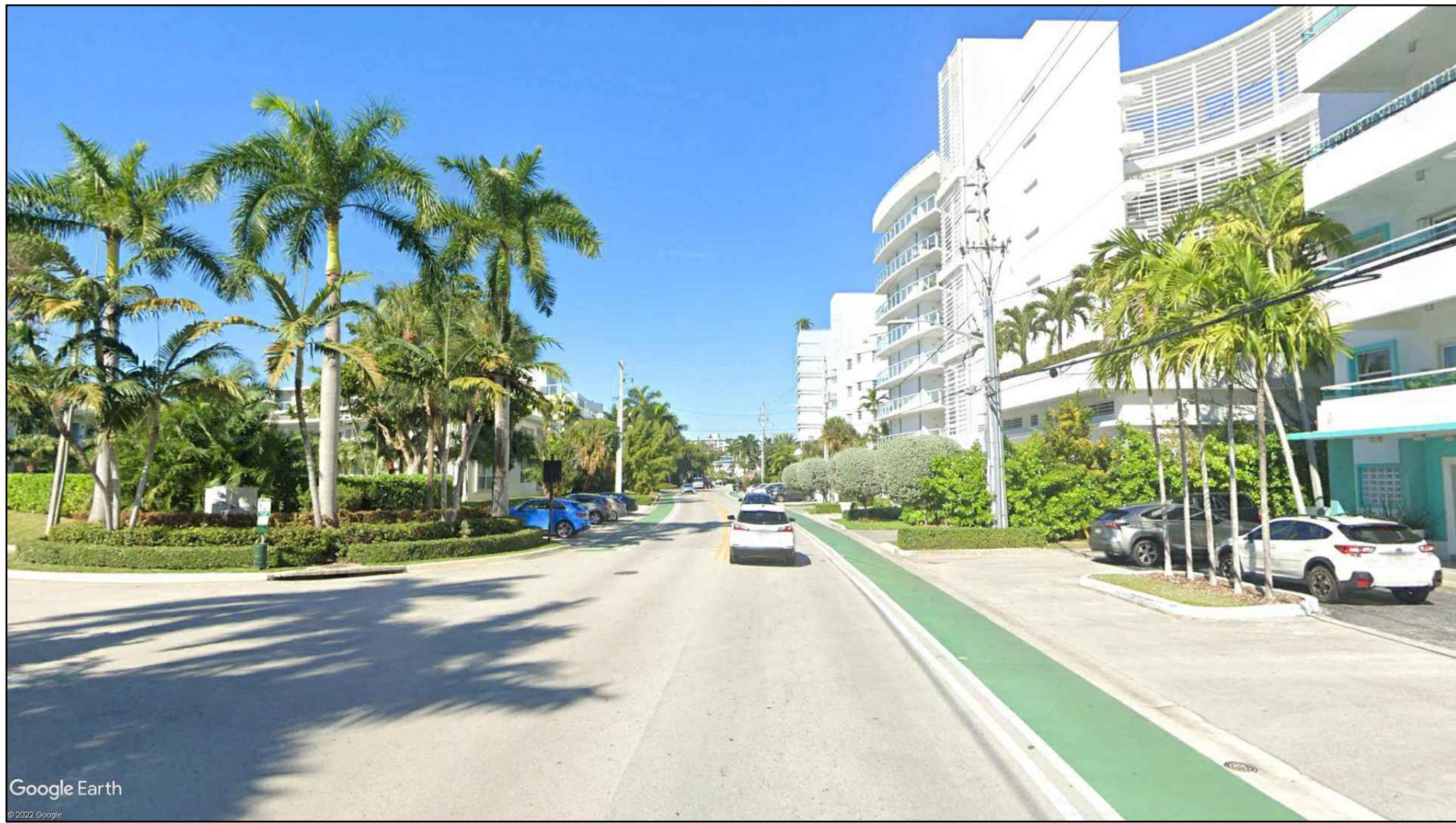


CONTEXT SITE MAP

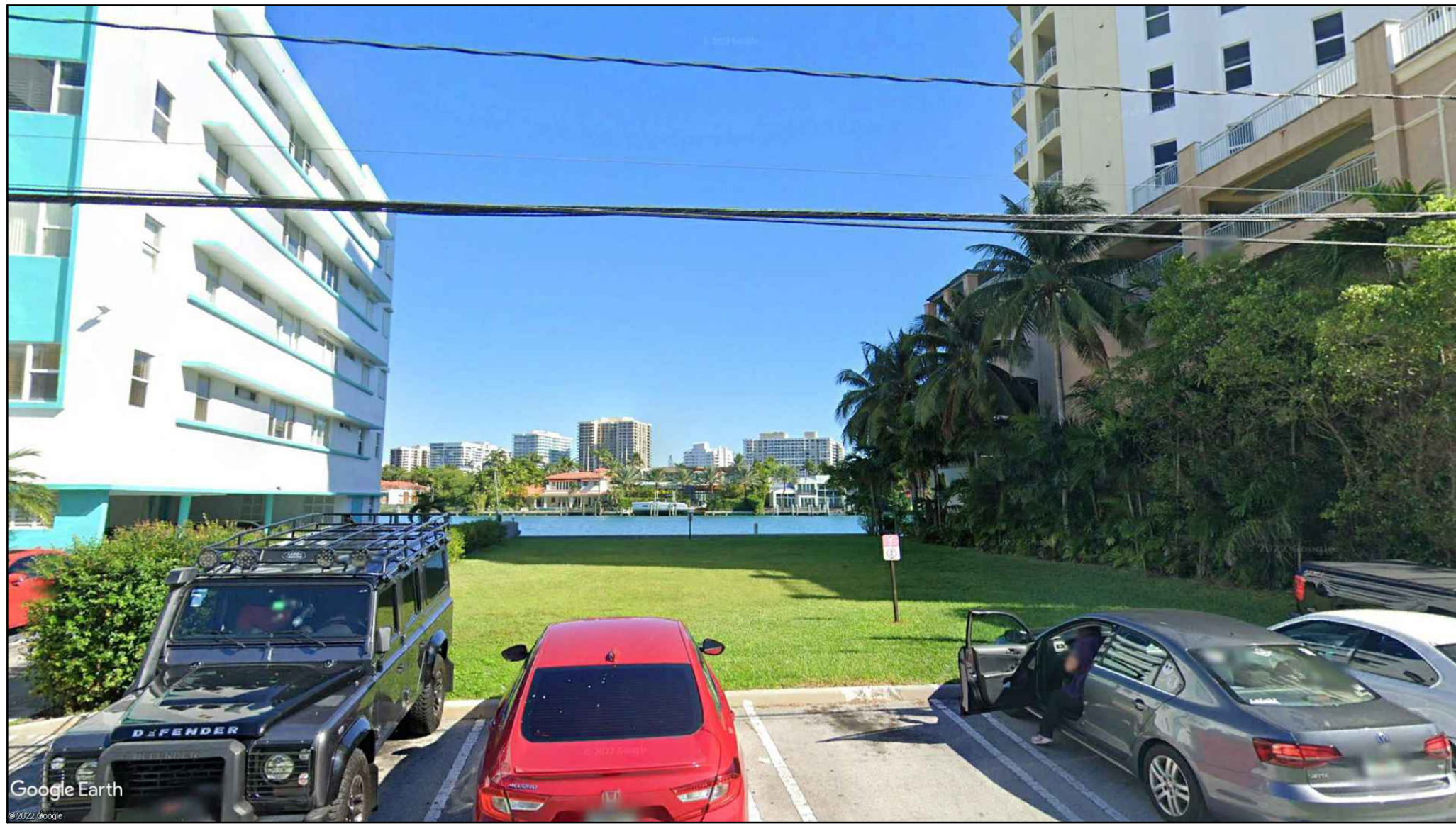
Date:	09-27-2022	Sheet No.
Scale:		A1.02
Project:	2229	

1 CONTEXT SITE MAP

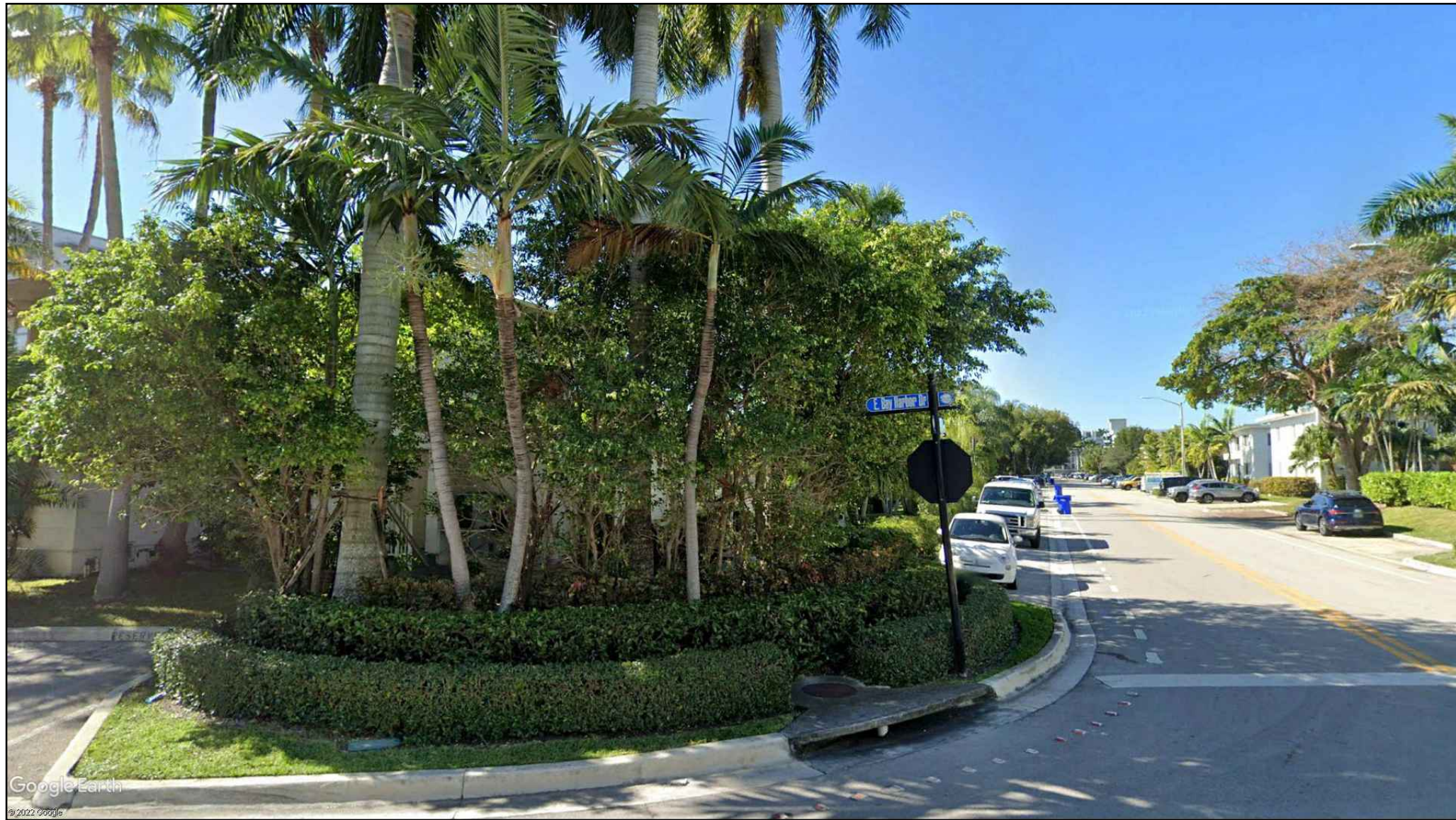
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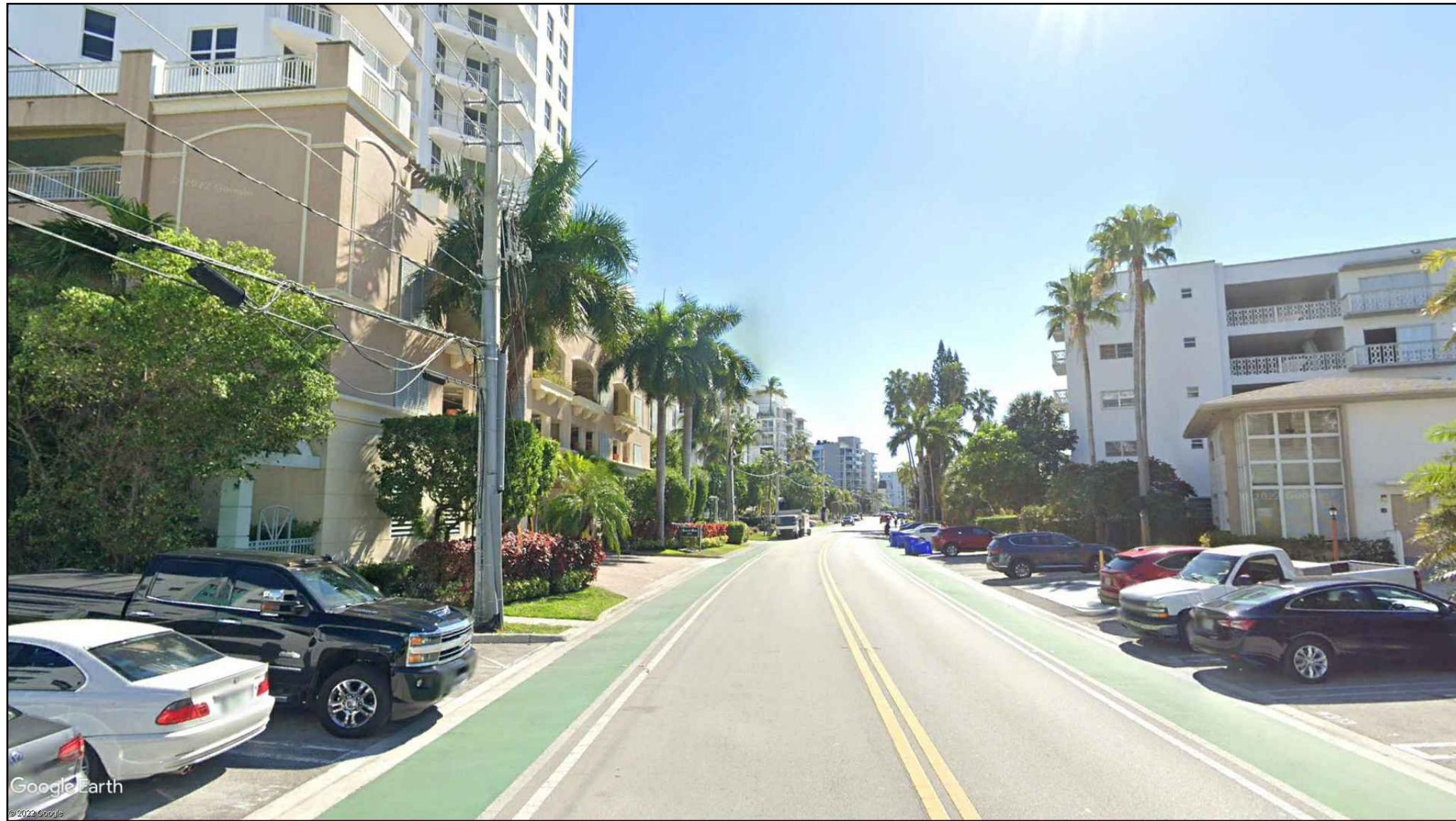
1 STREET VIEW
SCALE: N.T.S.



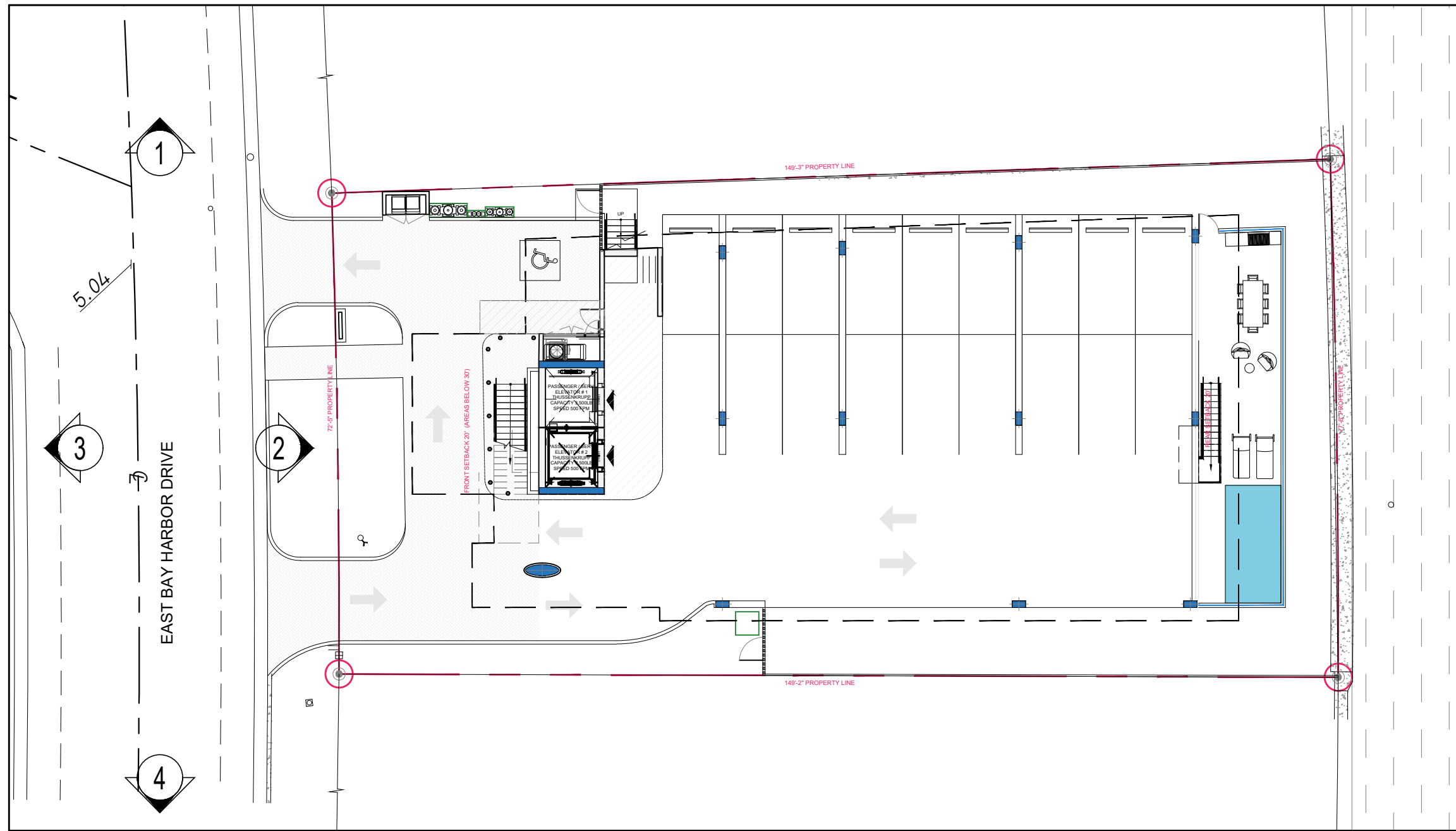
2 PROPERTY VIEW
SCALE: N.T.S.



3 STREET VIEW
SCALE: N.T.S.



4 STREET VIEW
SCALE: N.T.S.



5 KEY PLAN
SCALE: N.T.S.

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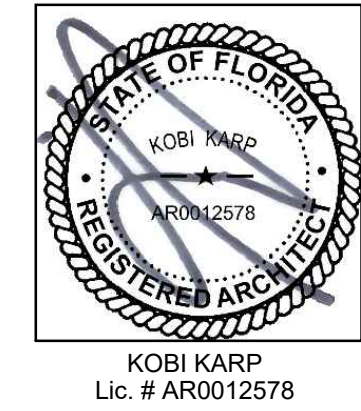
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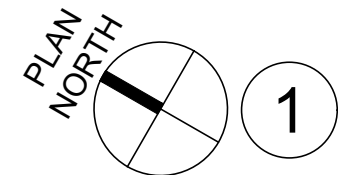
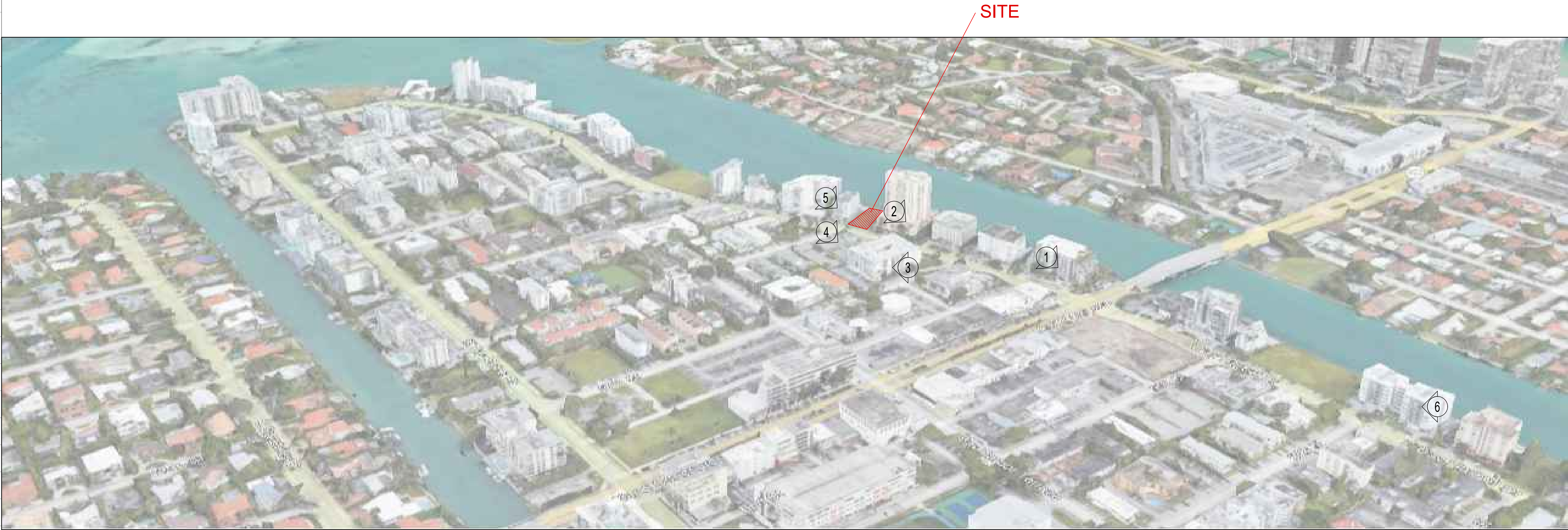
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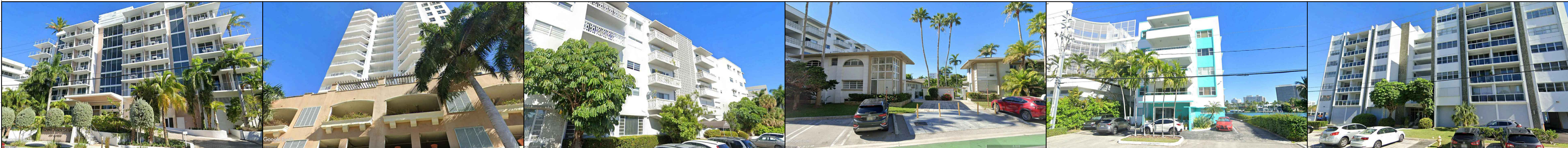
CONTEXT PHOTOS

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1 SURROUNDING BUILDINGS

SCALE: N.T.S.



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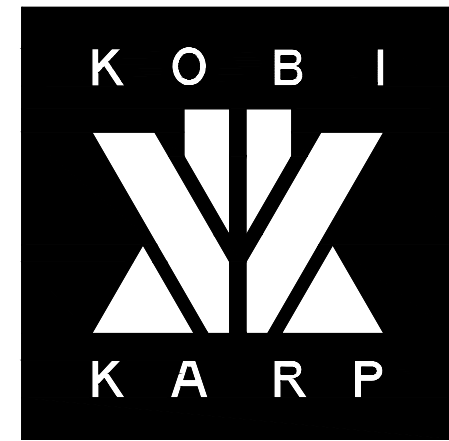
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SURROUNDING BUILDINGS

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9781 E BAY HARBOR DRIVE - BAY HARBOR ISLANDS, FL

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RENDERING _VIEW FROM THE BAY

Date:	09-27-2022	Sheet No.
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Project:	2229	



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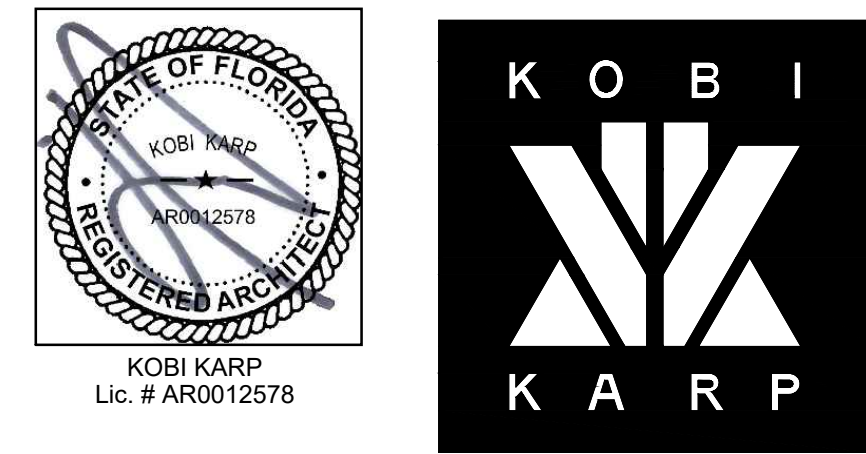
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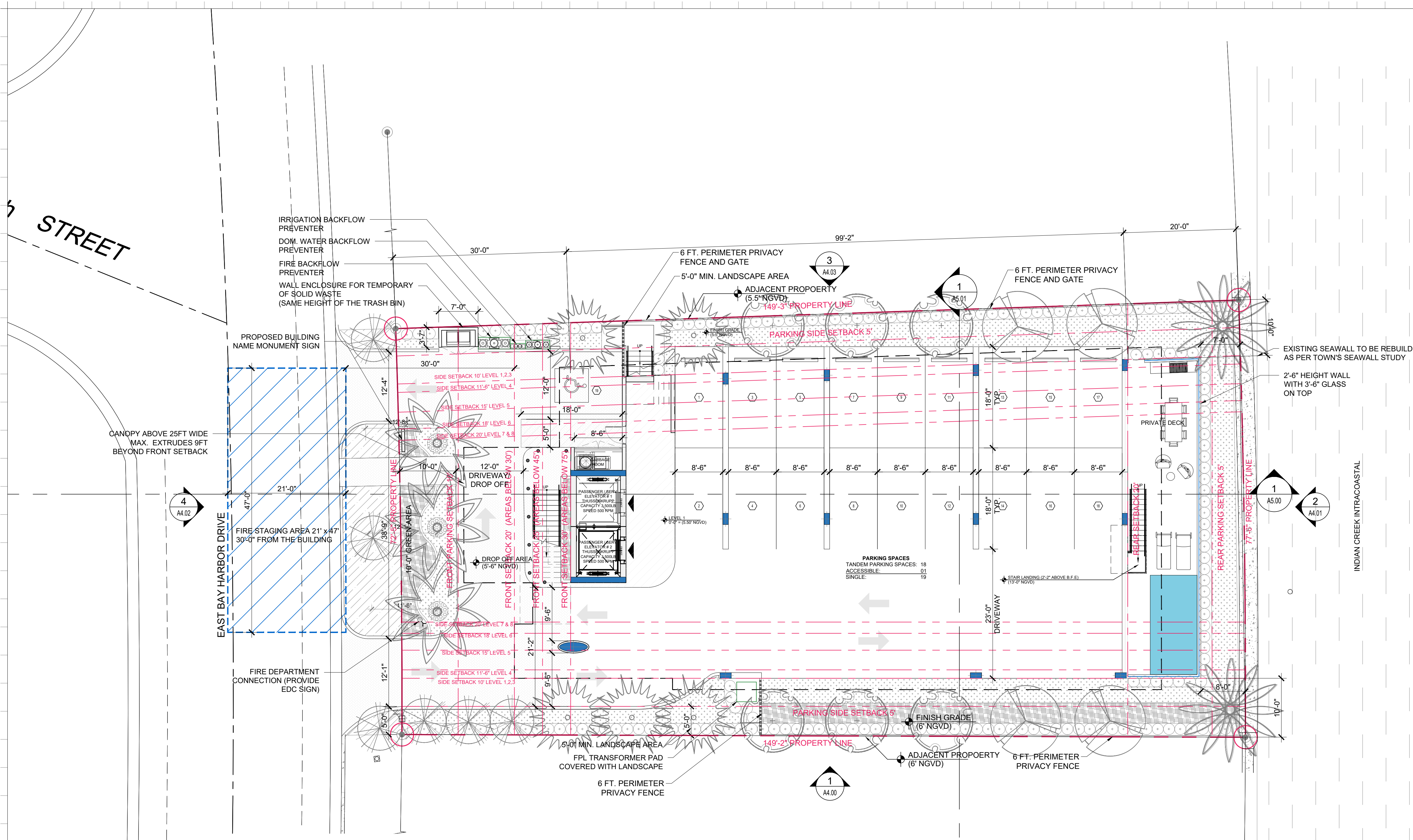
RENDERING VIEW FROM THE STREET

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Project:	2229	

9781 E BAY HARBOR DRIVE

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FIRE STAGING NOTE

21' MIN.
47' MIN.

FIRE STAGING AREA DIM.

GENERAL NOTES:

EACH FIRE DEPARTMENT SET-UP SITE SHALL HAVE A CROSS SLOPE LESS THAN 5% AND HAVE THE DRIVING AND SET UP SURFACE COMPACTED AND FINISHED OR OTHER WISE DESIGNED TO SUPPORT A MINIMUM OF 32 TONS

*FIRE ACCESS ROADS TO BE DESIGNED WITH A SURFACE SUITABLE FOR ALL-WEATHER DRIVING CAPABILITIES

*F.C.R. = FIRE COMMAND ROOM

LANDSCAPE NOTE: TREES TO BE LIMITED TO SPECIES THAT DO NOT EXCEED 15' IN HEIGHT FOR LADDER APPARATUS CLEARANCE

FLOOD LEGEND	
F.F.E (Level 1) = 0'-0" (5'-6" NGVD)	
F.F.E (Level 2) = 10'-4" (15'-10" NGVD)	
F.F.E (Level 2) = 10'-4" (15'-10" NGVD)	
FLOOD ZONE = ZONE AE (EL 10)	
B.F.E. = 10'-0" NGVD	
D.F.E. = 10'-0" + 1'-0" NGVD	
MAX. CROWN OF ROAD = 5.5' NGVD	
MAX. ADJACENT GRADE = 6.0' NGVD	
MIN. ADJACENT GRADE = 5.50' NGVD	
NOTE: LEGEND ABOVE MEETS MINIMUM PLAN REVIEW CRITERIA AS PER FBC 107.3.5 ASCE 24, AND FEMA.	
NOTE: ALL SPACES BELOW DESIGN FLOOD ELEVATION WILL BE WET PROOFING.	

FLOODPROOFING	
1. ALL CONSTRUCTION WILL BE WET-FLOODPROOF UP TO BASE FLOOD ELEVATION (B.F.E.) + 10'-0" + 1'-0" ELEVATION (DESIGN FLOOD ELEVATION +11'-0" NGVD)	
2. FLOOD PROOFING FOR STRUCTURES LOCATED OUTSIDE OF HIGH RISK FLOOD AREAS SHALL BE DESIGNED IN ACCORDANCE WITH ASCE24, TABLE 6-1 AND TABLE 1-1	
3. ALL CONSTRUCTION MATERIALS AND FINISHES BELOW ELEVATION +11'-0" NGVD SHALL BE FLOOD DAMAGED RESISTANT IN ACCORDANCE WITH ASCE 24 TABLE 1-1 AND TABLE 5-1 FOR TYPE II CLASSIFICATION AND FEMA TECHNICAL BULLETIN 2-2008	
4. ENCLOSED AREAS TO BE EQUIPPED AUTOMATIC NON-POWERED FLOOD VENTS, INSTALLED ON OPPOSITE WALLS TO EACH OTHER. 2 PER 200 SF	



PROPOSED TRASH ENCLOSURE DESIGN

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DRB SET

9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:
Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:
Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

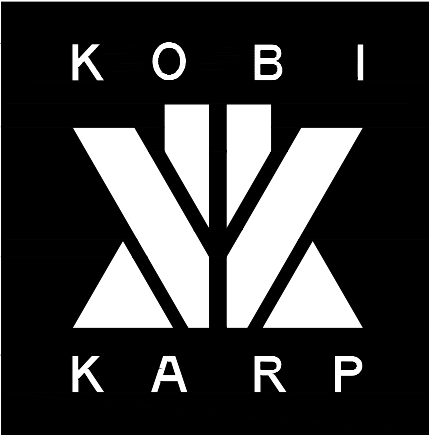
CIVIL ENGINEER:
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
Tel: 305-828-0644

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



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SITE PLAN

Date: 09-27-2022	Sheet No.
Scale:	A2.00
Project: 2229	



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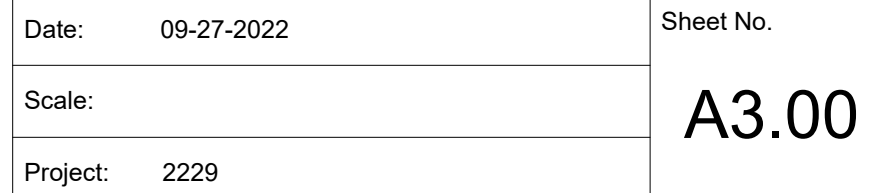
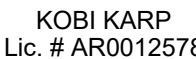
Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

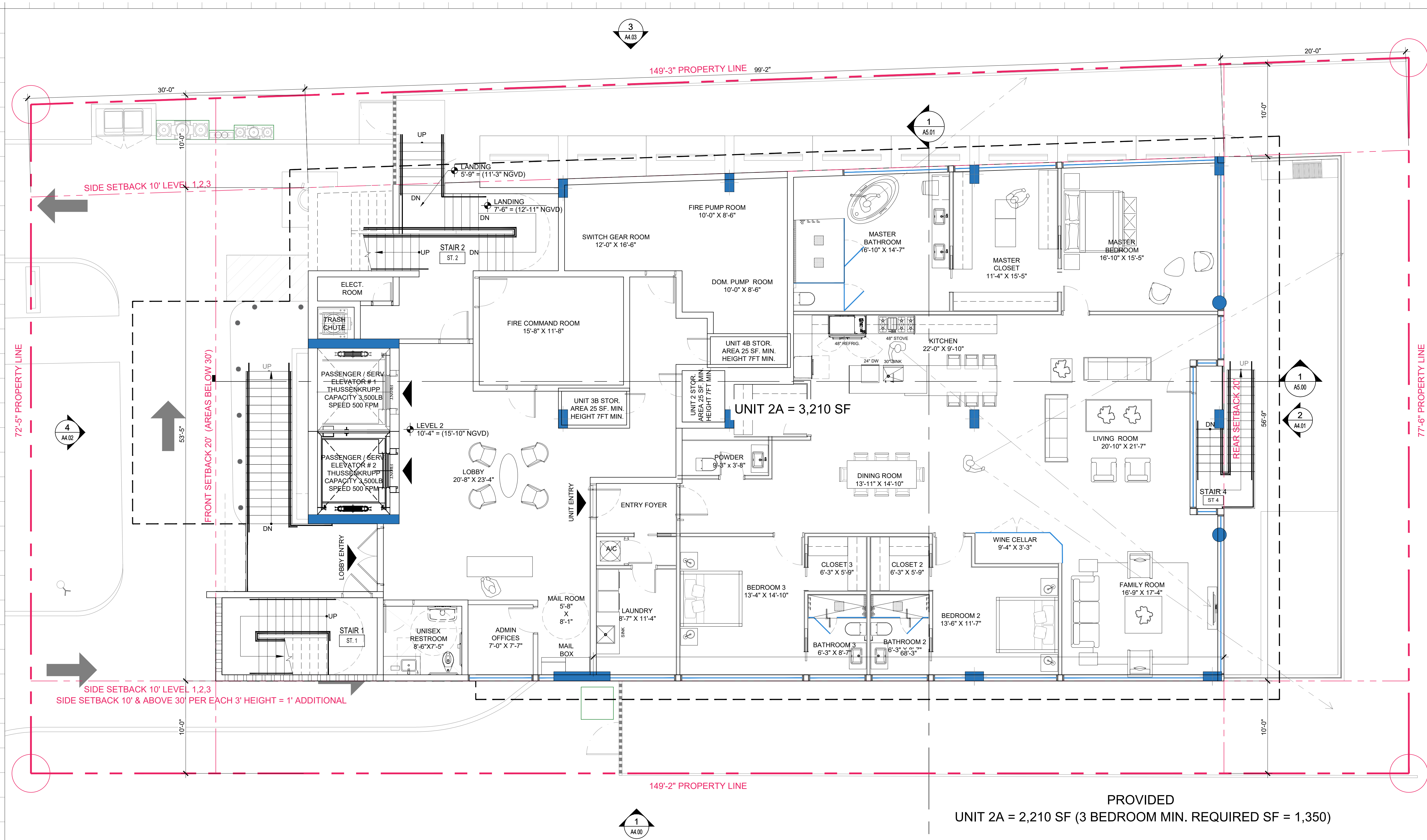
Name: TOPO_GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

Name: OCEAN ENGINEERING
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PROVIDED
UNIT 2A = 2,210 SF (3 BEDROOM MIN. REQUIRED SF = 1,350)

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Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

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PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

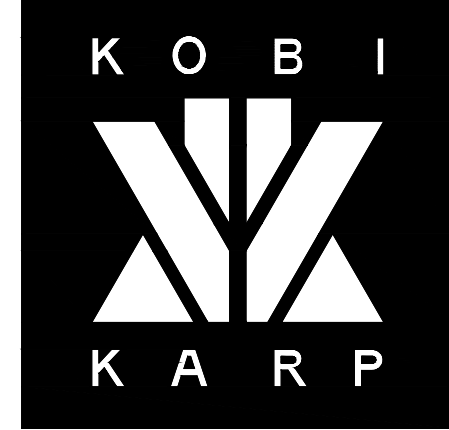
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ARCHITECTS:

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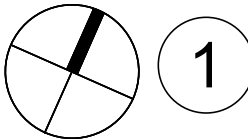


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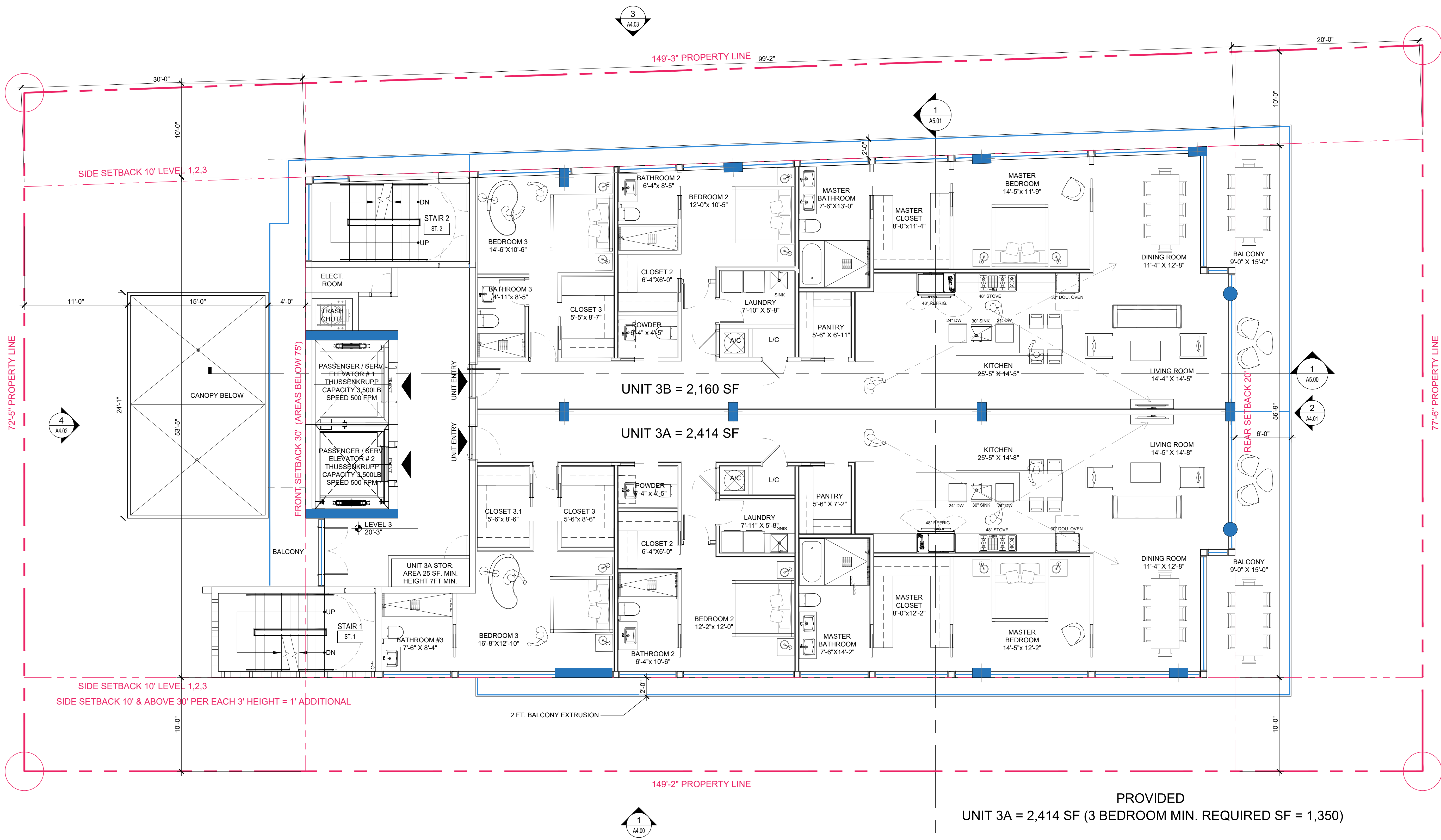
FLOOR PLAN - LEVEL 2

Date:	09-27-2022	Sheet No.
Scale:		A3.01
Project:	2229	



FLOOR PLAN - LEVEL 2

SCALE: 3/16" = 1'-0"



PROVIDED
UNIT 3A = 2,414 SF (3 BEDROOM MIN. REQUIRED SF = 1,350)
UNIT 3B = 2,160 SF (3 BEDROOM MIN. REQUIRED SF = 1,350)

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LANDSCAPE DESIGN:
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Tel: 941-564-5016

CIVIL ENGINEER:
Name: OCEAN ENGINEERING
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MIAMI, FLORIDA 33138
Tel: 786-518-2008

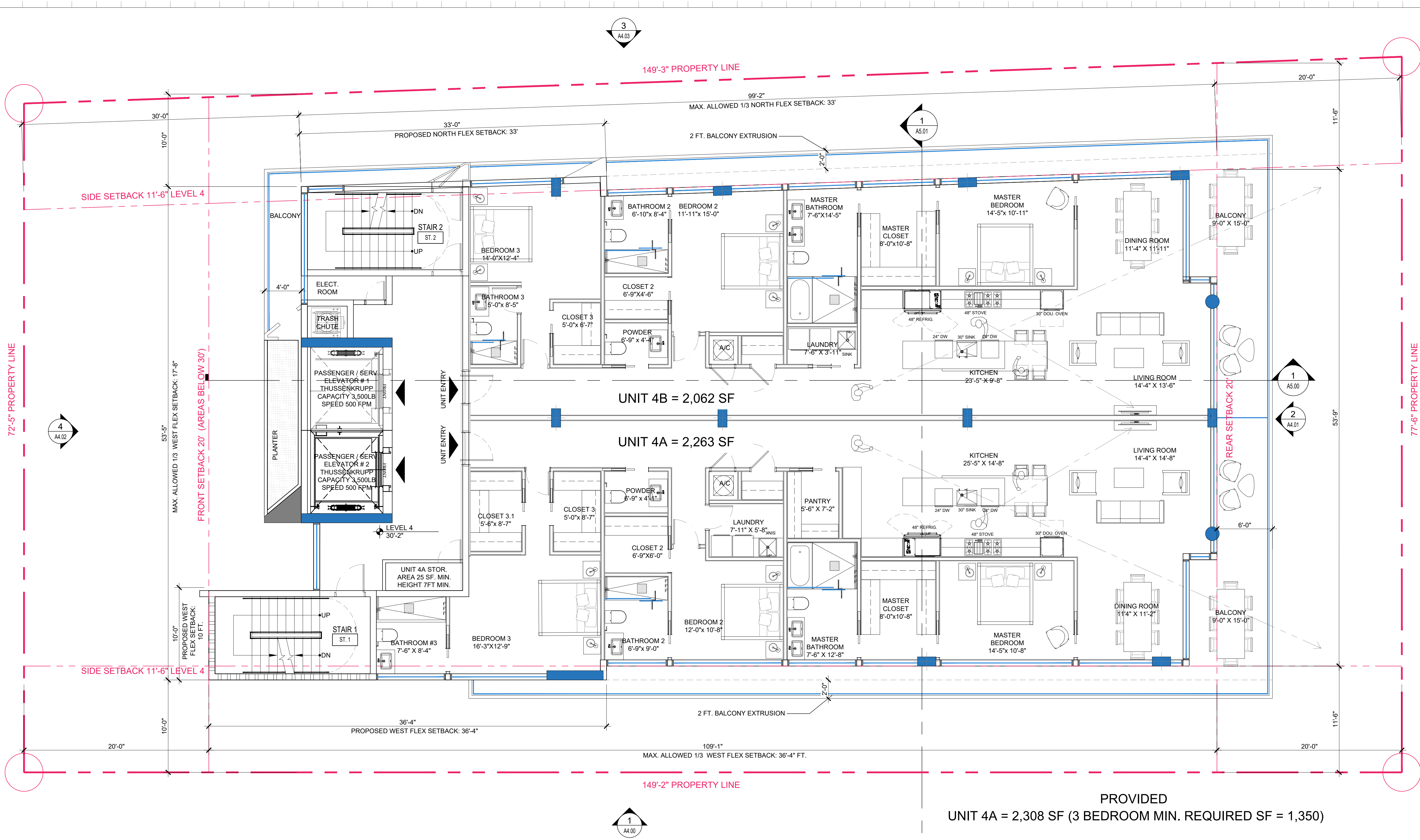
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Address: 16252 NW 79th AVE.
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Tel: 305-828-0644

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FLOOR PLAN - LEVEL 3

Date:	09-27-2022	Sheet No.	
Scale:			A3.02
Project:	2229		



PROVIDED
UNIT 4A = 2,308 SF (3 BEDROOM MIN. REQUIRED SF = 1,350)
UNIT 4B = 2,062 SF (3 BEDROOM MIN. REQUIRED SF = 1,350)

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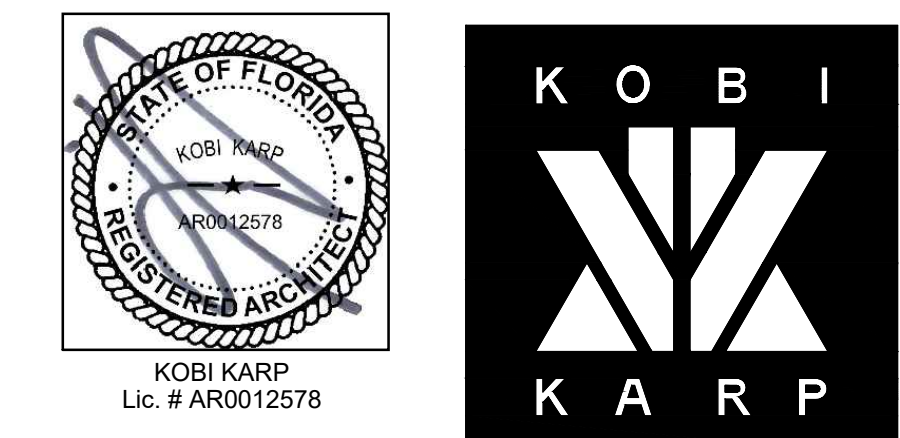
OWNER:
Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLINS AVENUE #3908
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:
Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
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Tel: 786-518-2008

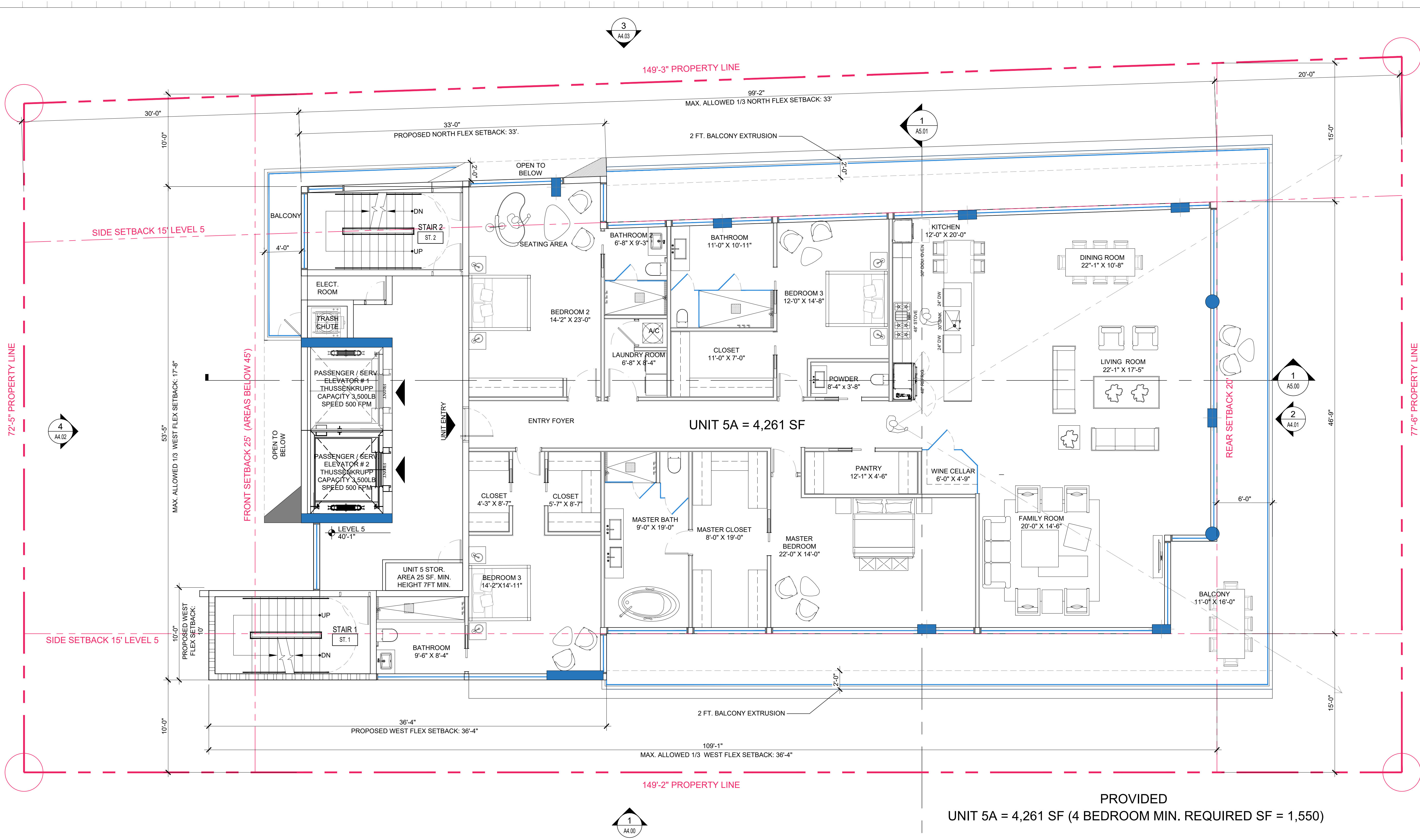
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FLOOR PLAN - LEVEL 4

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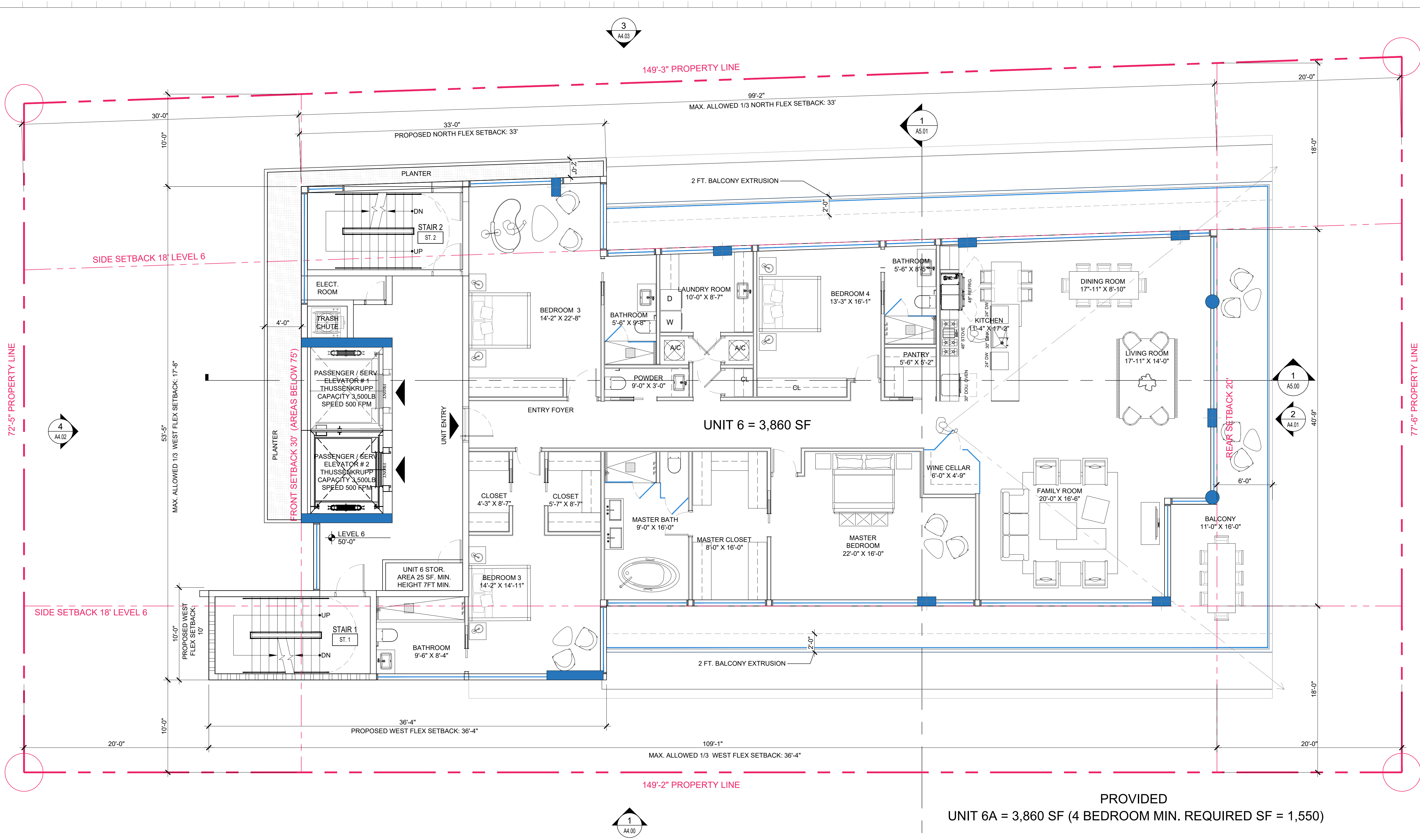
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FLOOR PLAN - LEVEL 5

Date:	09-27-2022	Sheet No.
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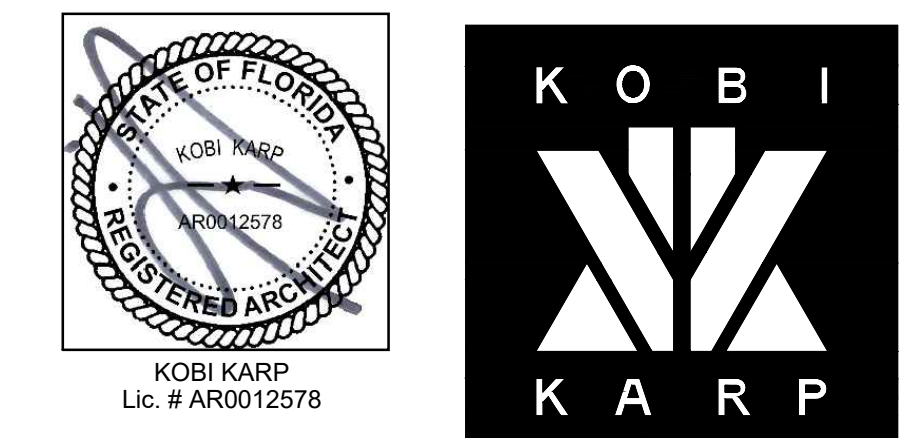
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LANDSCAPE DESIGN:
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Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

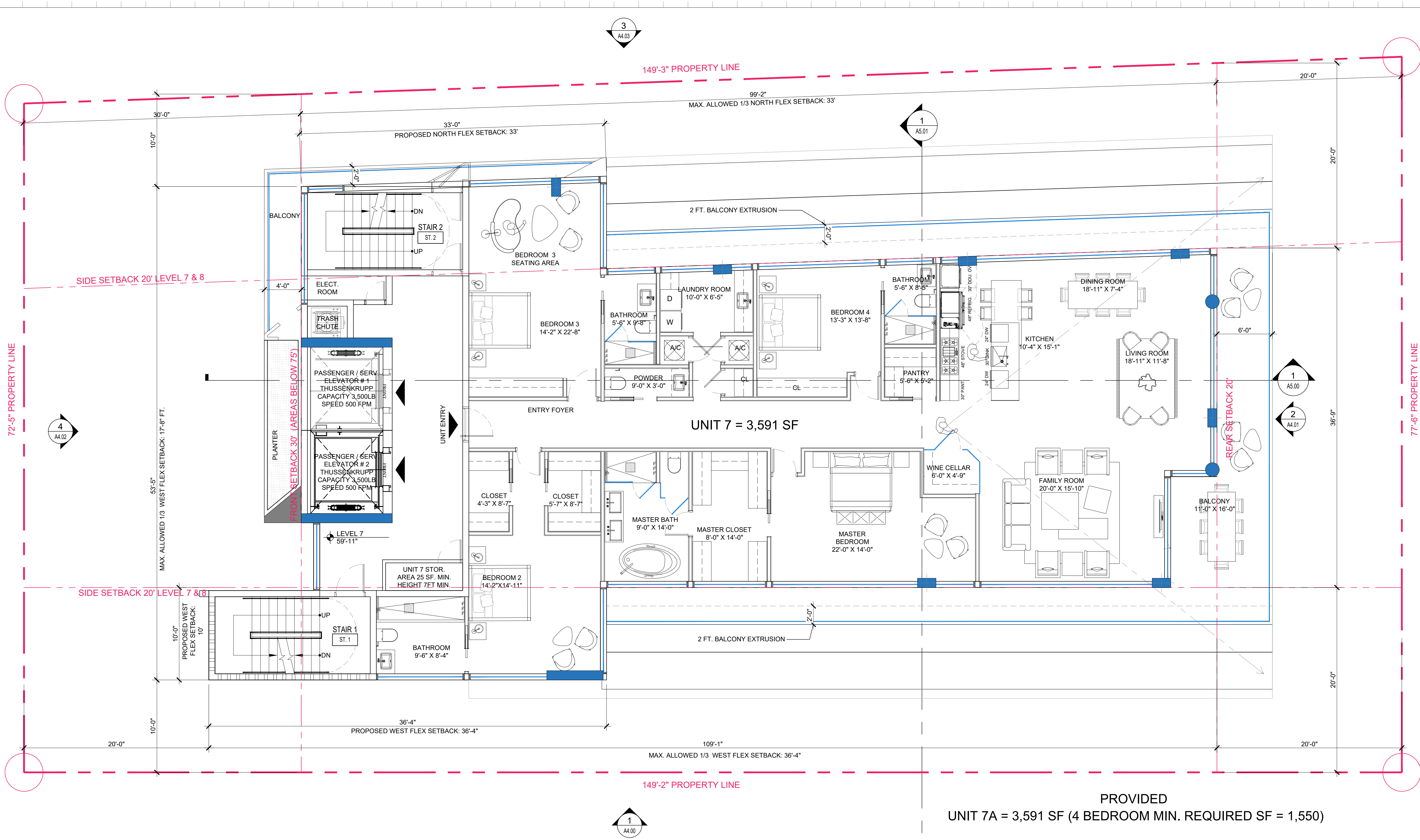
MEP ENGINEER:
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33016
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Fax: 305.573.3766



FLOOR PLAN - LEVEL 6

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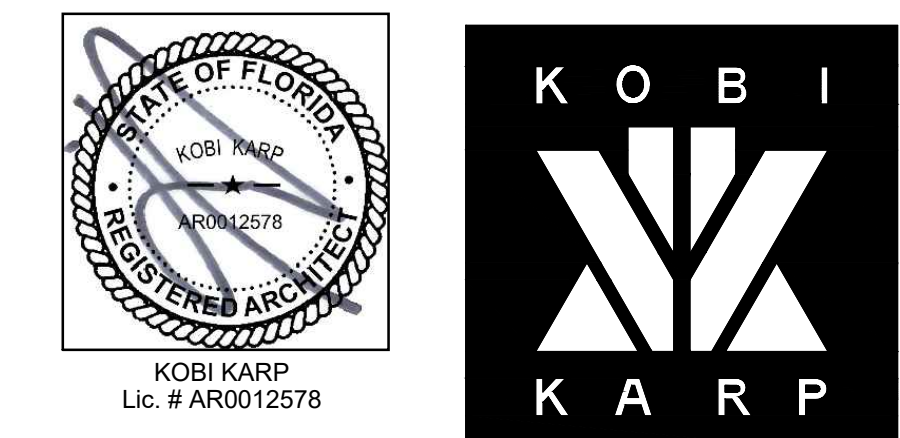
OWNER:
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SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:
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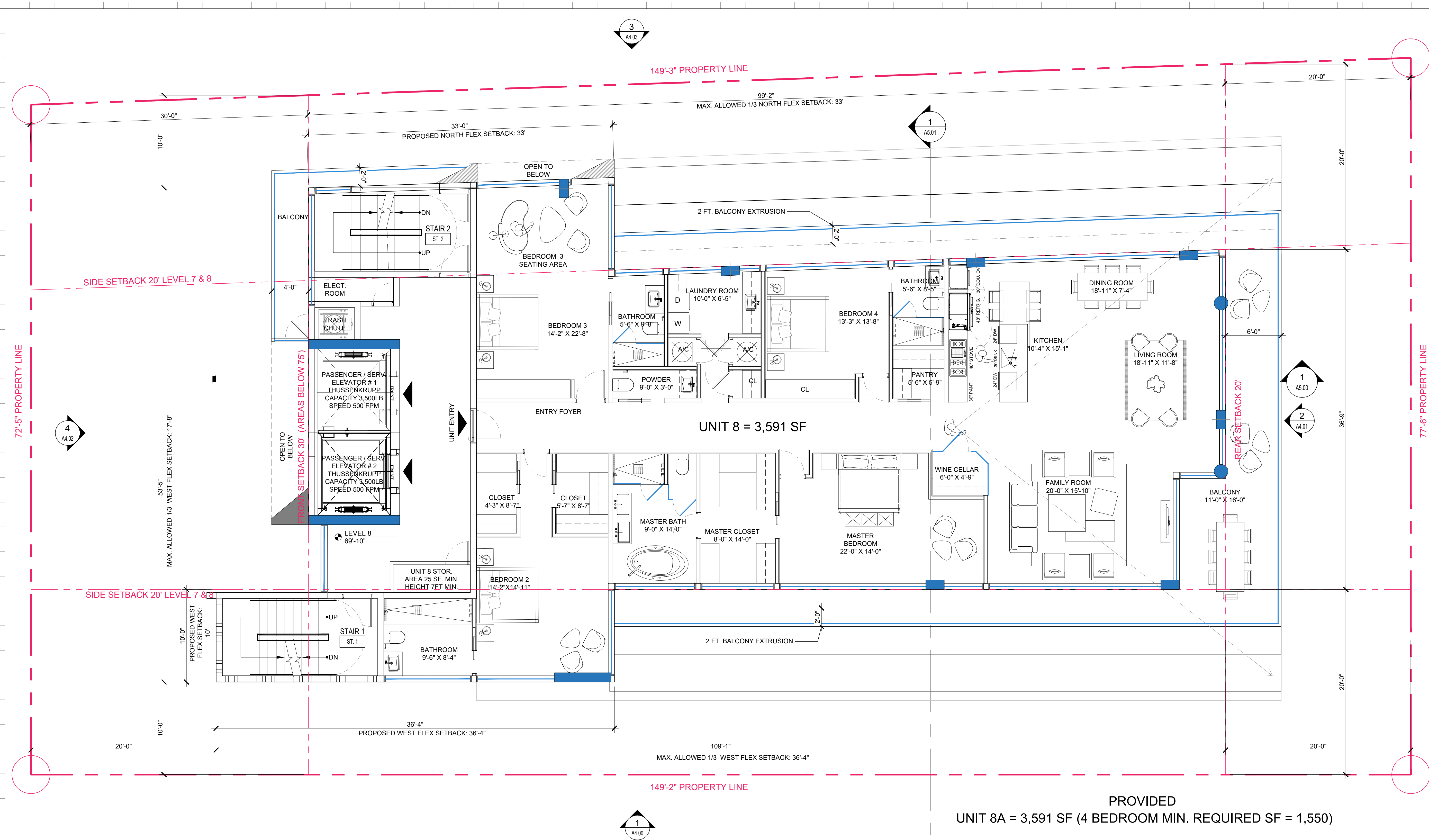
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FLOOR PLAN - LEVEL 7

Date: 09-27-2022	Sheet No.
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MEP ENGINEER:

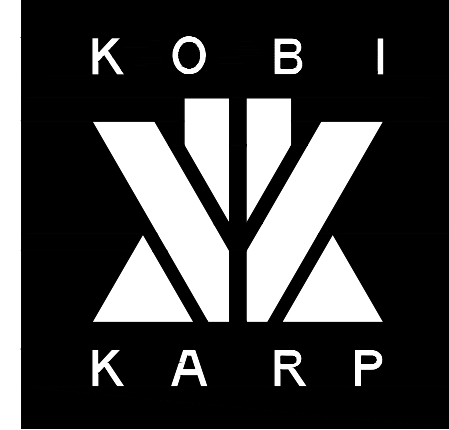
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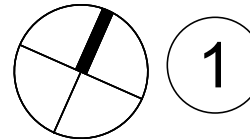


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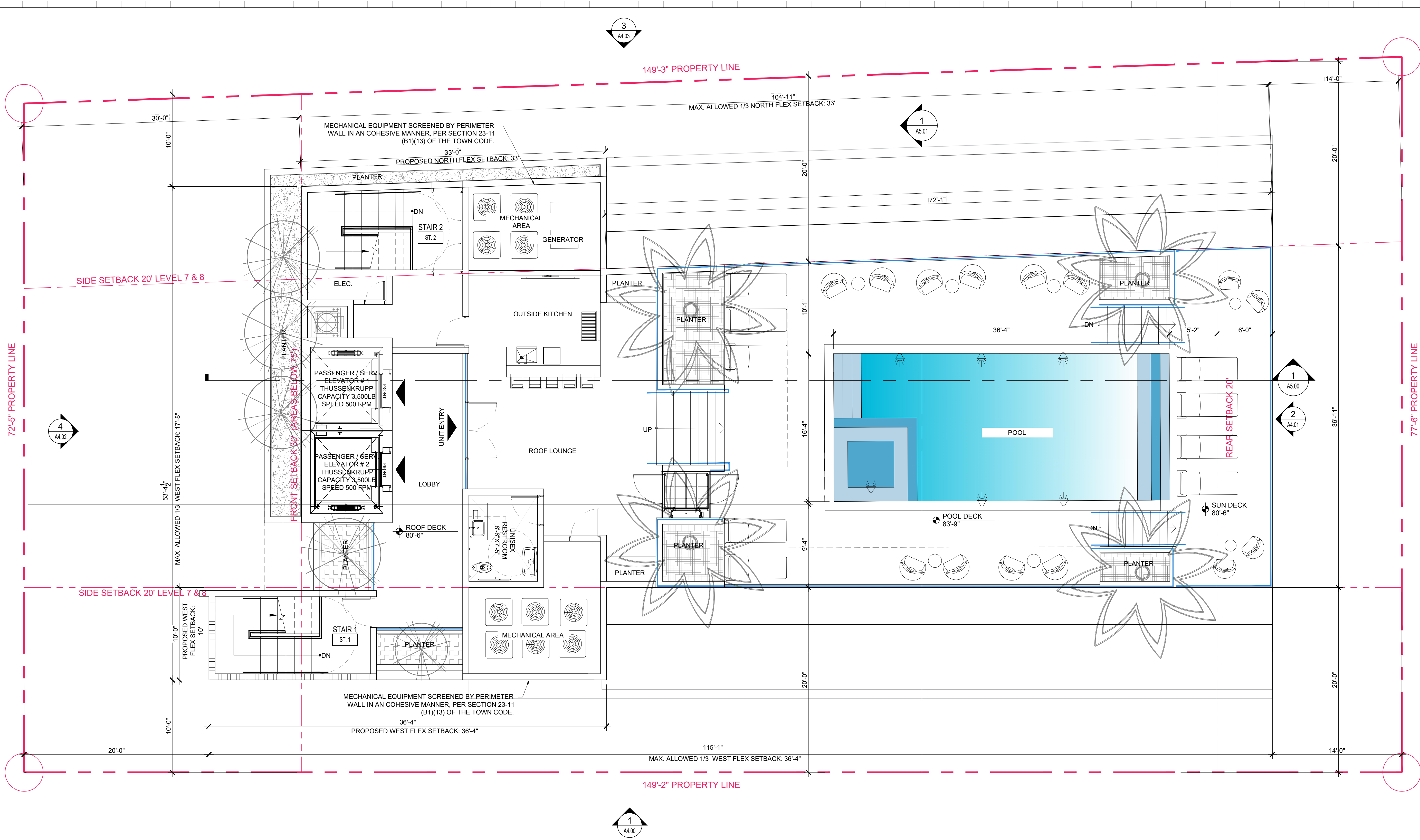
FLOOR PLAN - LEVEL 8

Date:	09-27-2022	Sheet No.
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Project:	2229	



FLOOR PLAN - LEVEL 8

SCALE: 3/16" = 1'-0"



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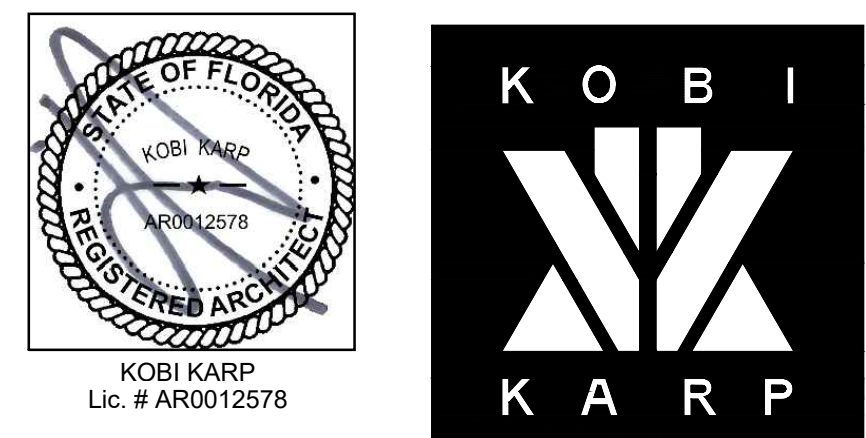
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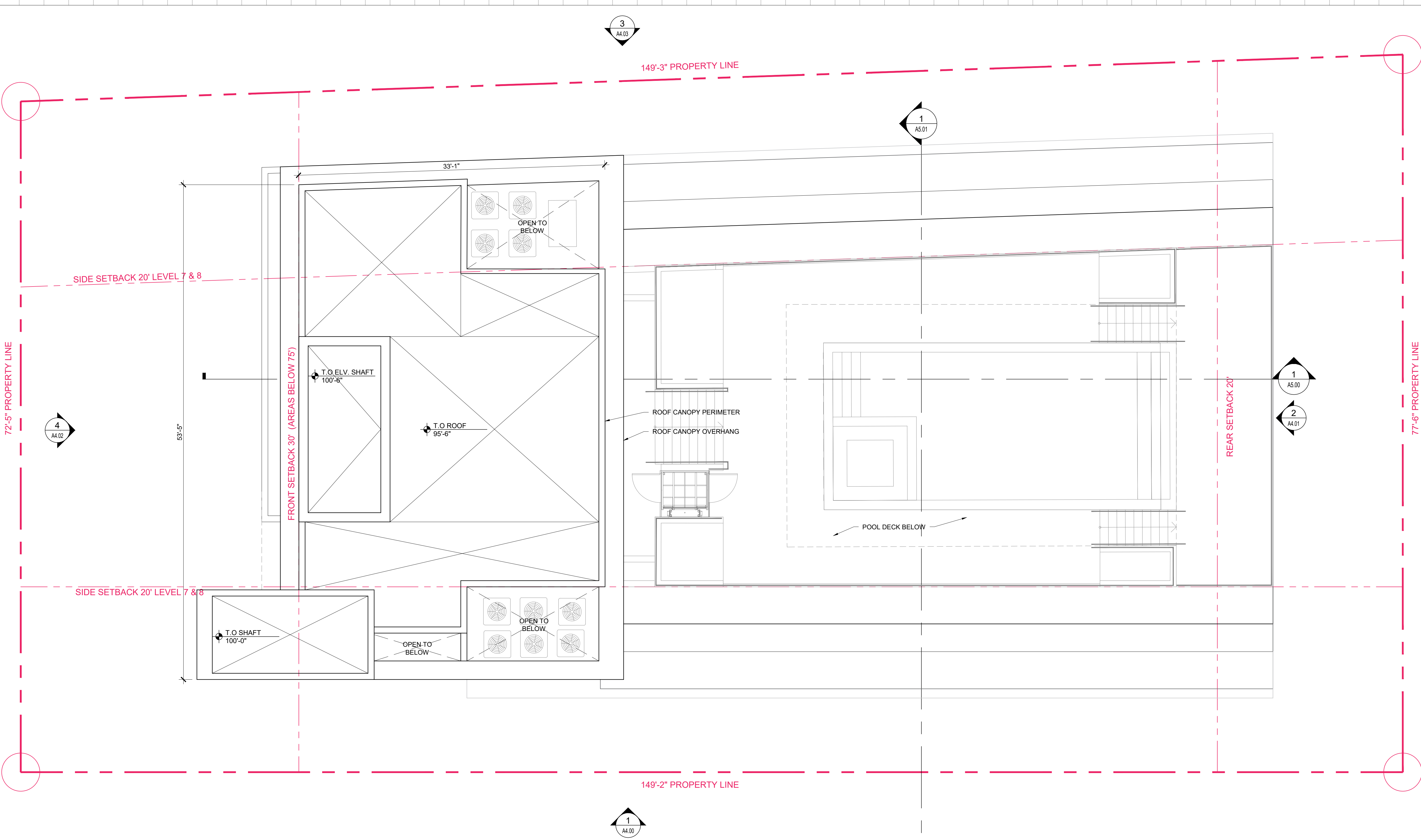
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ROOF PLAN - POOL DECK

Date:	09-27-2022	Sheet No.
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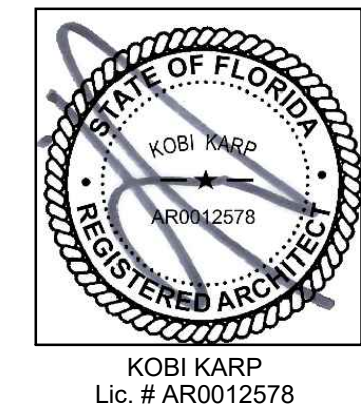
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TOP OF ROOF SLAB

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Project:	2229	



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SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

Name: TOPO GRAPHIC LLC
Address: 3656 PEACE RIVER DRIVE
PUNTA GORDA, FL 33983
Tel: 941-564-5016

CIVIL ENGINEER:

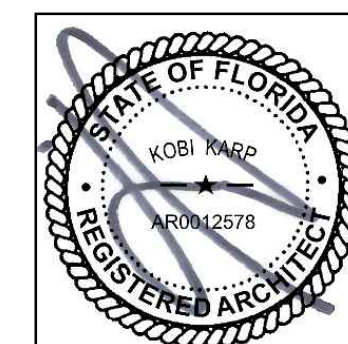
Name: OCEAN ENGINEERING
Address: 8101 BISCAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-518-2008

MEP ENGINEER:

Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
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Tel: 305-828-0644

ARCHITECTS:

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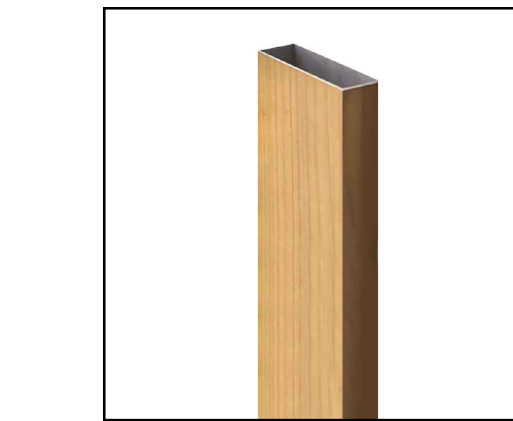


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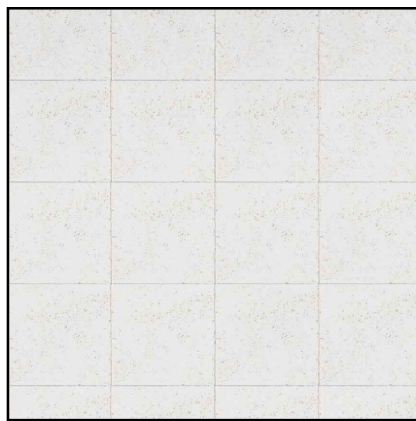


SOUTH ELEVATION

Date:	09-27-2022	Sheet No.
Scale:		A4.00
Project:	2229	



A VERTICAL ALUMINUM PROFILE WOOD GRAIN OR SIMILAR.



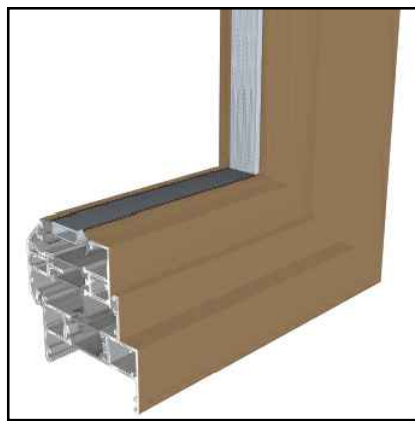
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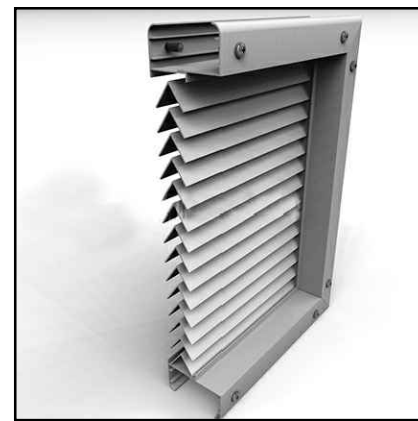
C EXTERIOR STONE VENEER WARM GRAY OR SIMILAR.



D RAILING COLOR CLEAR OR SIMILAR



E ALUM. FRAMING WOOD GRAIN OR SIMILAR



F ALUM SCREEN, (V SECTION IN PROFILE)
50 % VENTILATION & 100% VISUALIZATION PRIVACY
(BY C/S Muncy, PA -MODEL BL-7709)
(FINISH: ANODIZED ALUMINUM)
(COLOR: SILVER) OR SIMILAR



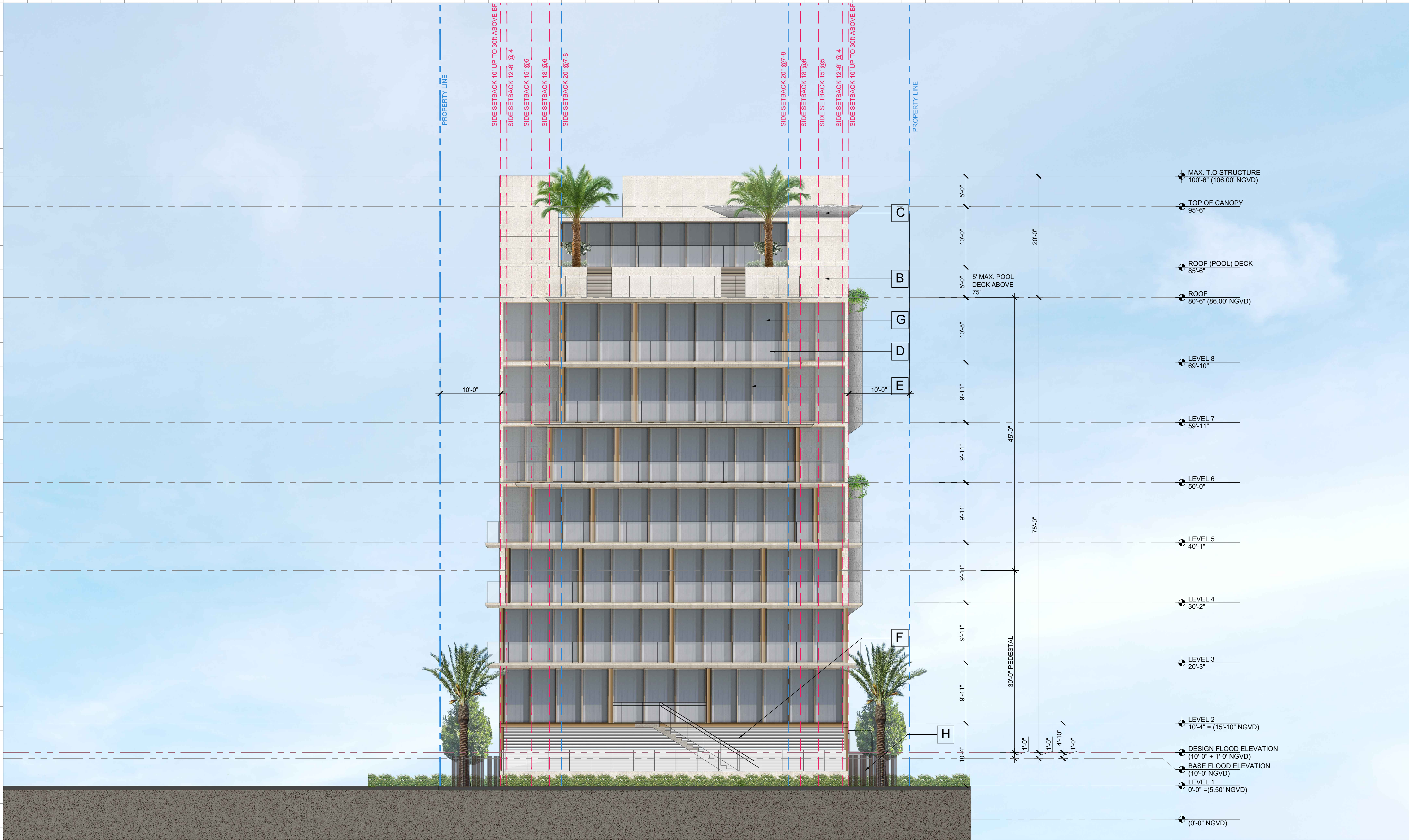
G GLAZING COLOR LIGHT GRAY OR SIMILAR



H 6' PRIVACY FENCE VERTICAL PROFILE

1 SOUTH ELEVATION

SCALE: 1/8" = 1'-0"



Rev.	Date	Rev.	Date
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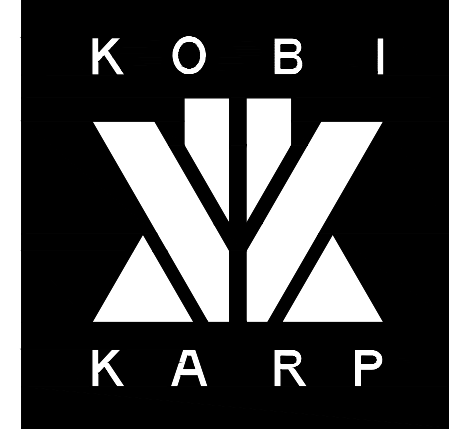
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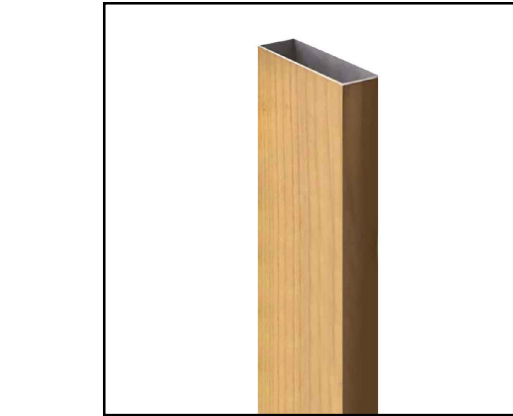


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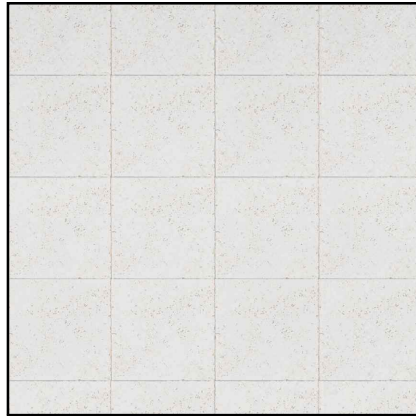


EAST ELEVATION

Date: 09-27-2022	Sheet No.
Scale:	A4.01
Project: 2229	



A VERTICAL ALUMINUM PROFILE WOOD GRAIN OR SIMILAR.



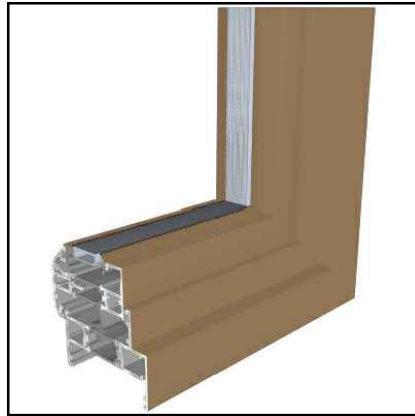
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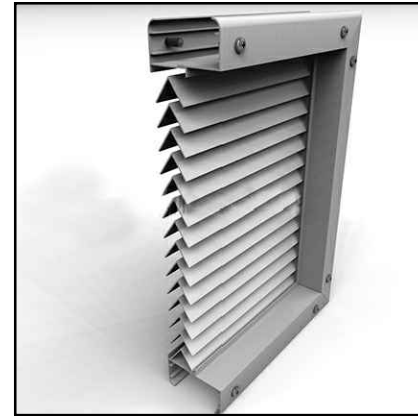
C EXTERIOR STONE VENEER WARM GRAY OR SIMILAR.



D RAILING COLOR CLEAR OR SIMILAR



E ALUM. FRAMING WOOD GRAIN OR SIMILAR



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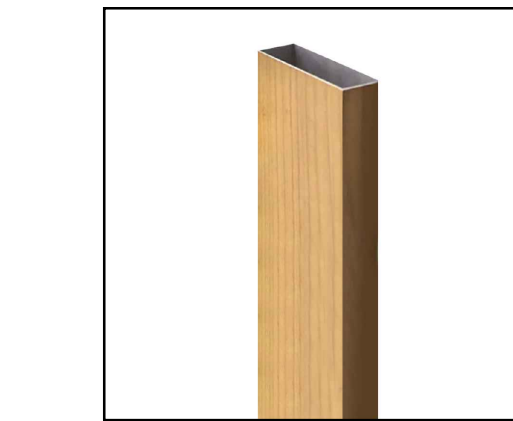
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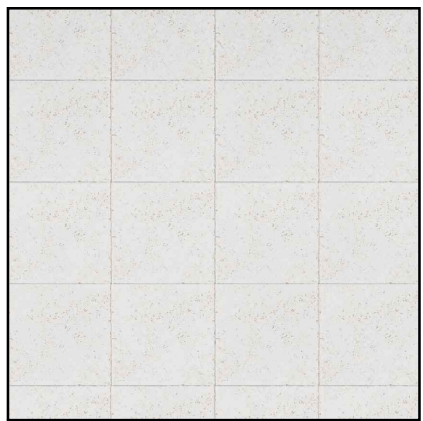
H 6' PRIVACY FENCE VERTICAL PROFILE

2 EAST ELEVATION

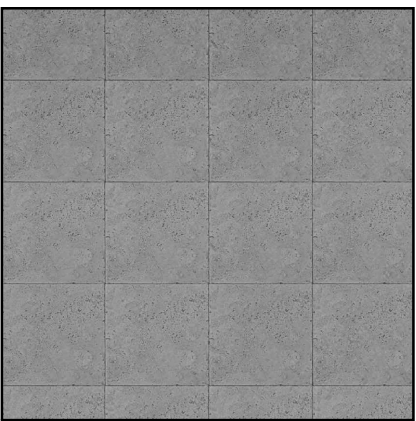
SCALE: 1/8" = 1'-0"



A VERTICAL ALUMINUM PROFILE WOOD GRAIN OR SIMILAR.



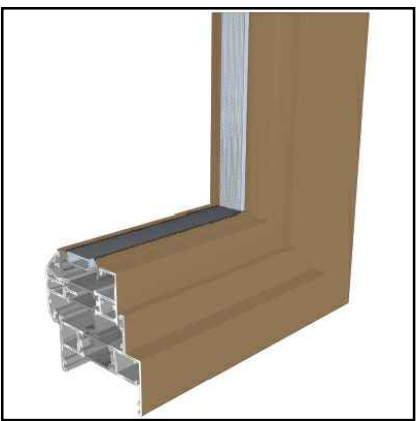
B EXTERIOR STONE VENEER COLOR BLEACHED SAND OR SIMILAR.



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G GLAZING COLOR LIGHT GRAY OR SIMILAR



H 6' PRIVACY FENCE VERTICAL PROFILE

3 NORTH ELEVATION

SCALE: 1/8" = 1'-0"

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BAY HARBOR ISLANDS, FL 33154

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SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:

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Tel: 941-564-5016

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Tel: 786-518-2008

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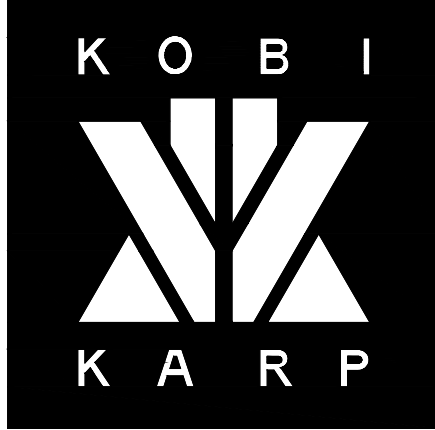
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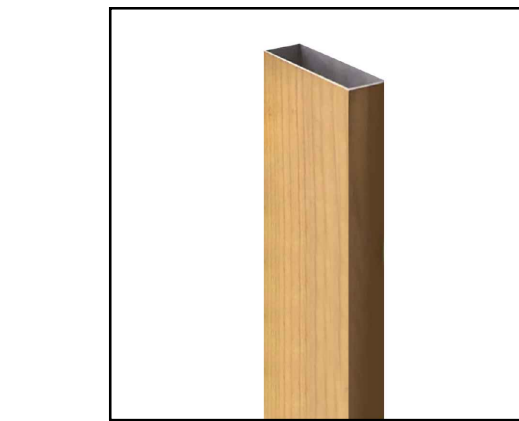


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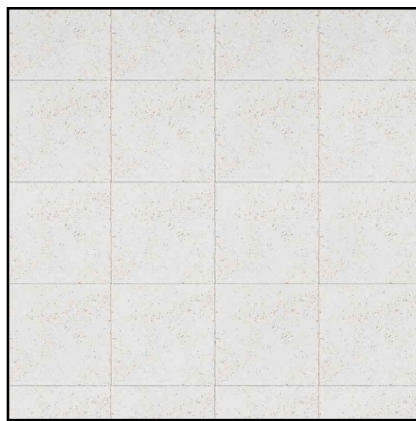


NORTH ELEVATION

Date: 09-27-2022	Sheet No.
Scale:	A4.02
Project: 2229	



A VERTICAL ALUMINUM PROFILE WOOD GRAIN OR SIMILAR.



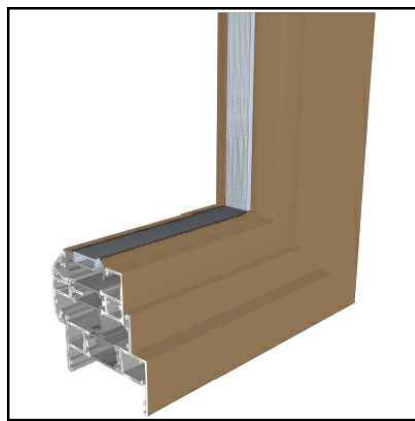
B EXTERIOR STONE VENEER COLOR BLEACHED SAND OR SIMILAR.



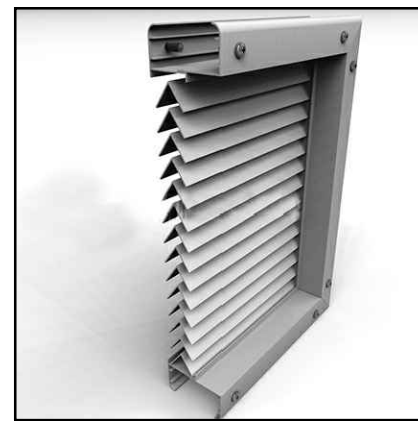
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(COLOR: SILVER) OR SIMILAR



G GLAZING COLOR LIGHT GRAY OR SIMILAR



H 6' PRIVACY FENCE VERTICAL PROFILE

1 WEST ELEVATION
SCALE: 1/8" = 1'-0"

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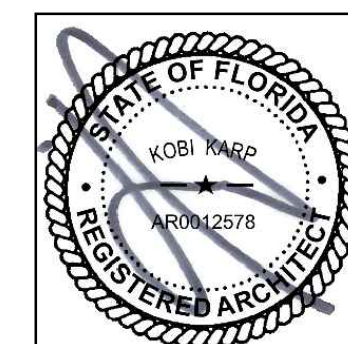
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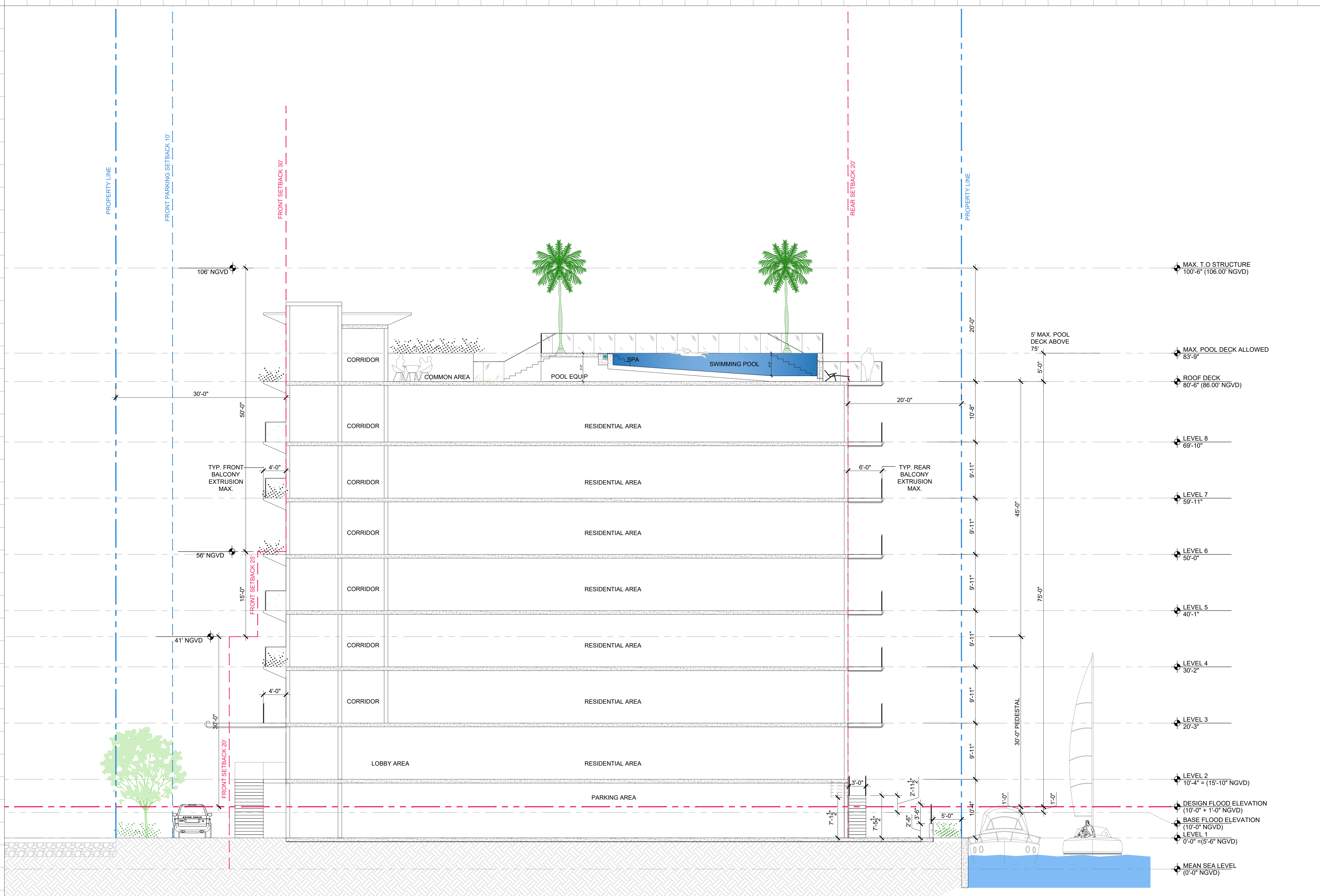


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WEST ELEVATION

Date: 09-27-2022	Sheet No.
Scale:	A4.03
Project: 2229	



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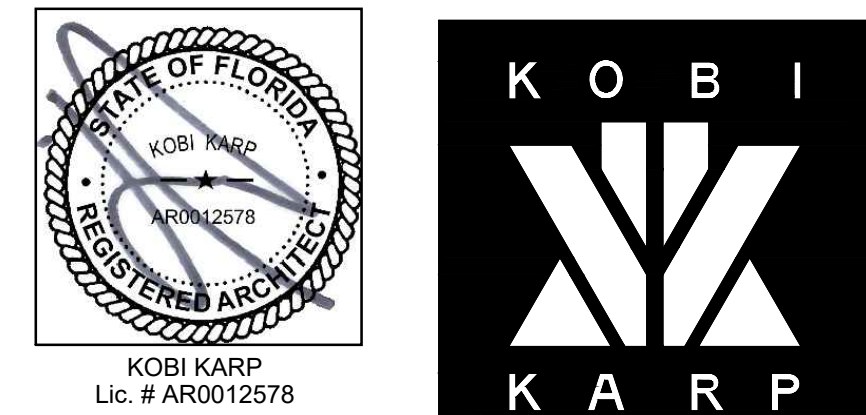
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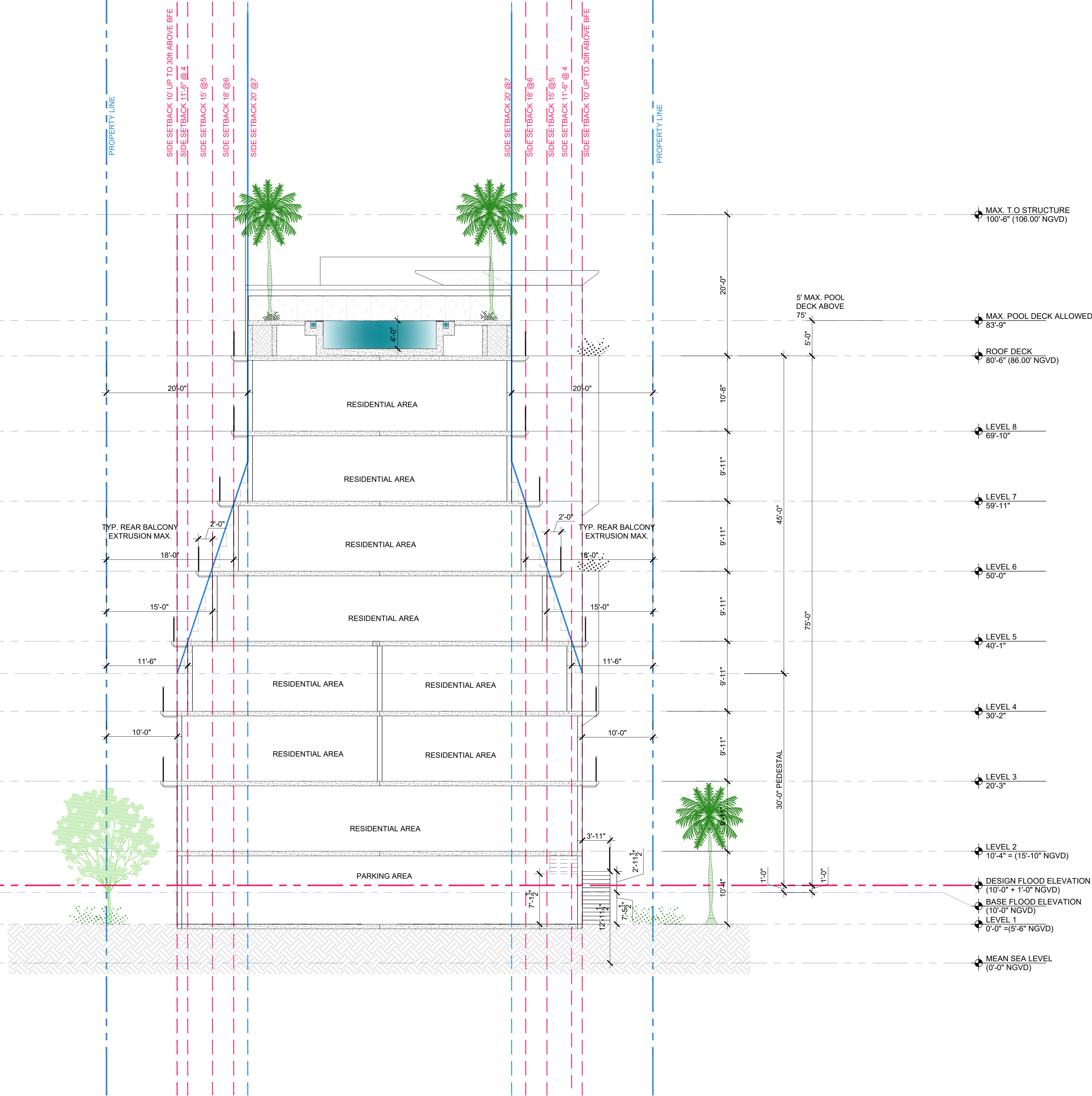


A-BUILDING SECTION

Date: 09-27-2022	Sheet No.
Scale:	A5.00
Project: 2229	

1 BUILDING SECTION-A

SCALE: 1/8" = 1'-0"



1 BUILDING SECTION-B

SCALE: 1/8" = 1'-0"

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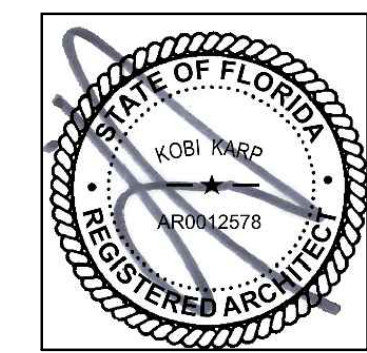
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B-BUILDING SECTION

Date: 09-27-2022	Sheet No.
Scale:	A5.01
Project: 2229	

Town of Bay Harbor Islands, Florida
Landscape Requirements Legend (Worksheet) REVISED 07.15.2021

Multi-Family Residential / Townhouse Sites (RM-1, RM-2, RM-3)
Town Landscape Code (Sec. 24-16) & Miami-Dade Landscape Code (Chapter 18A)

Site Address _9781 E. Bay Harbor Drive, Bay Harbor Islands
Legal Description: COMPREHENSIVE PLAN PLUM DESIGNATION:
MEDIUM-HIGH DENSITY RESIDENTIAL (6-34 DUA)
Net Lot Area 0.2582 Acres / 11,249 SF

I. Open Space Requirement	Required	Provided
1. Net Lot Area = 11,249 SF x 20% = 2,250 SF 20% (BHI - Sec. 23-11)	2,250 SF (20%)	2902 SF (25%)

2. Maximum Lawn Area Allowed (MDC - Sec. 18A-6(A)(5))		
a. Req. open space 2,250 SF x 60% = 1,350 SF	60% Max 1,350 SF (60%)	1,342 SF (59.5%)

II. Shade Trees

A. Required

1. 28 shade trees/acre: 28 x 0.2582 acres = 7 (Min. 12' in height / 4" clear wood / 2 1/2" caliper) (Palm trees substituted at a 3:1 ratio; max. 25% of required shade trees) (MDC - Sec. 18A-6(C)(5)) and BHI Sec. 24-16	7	13 trees
---	---	----------

2. Native Species Required - 50% Min. # of shade trees req 7 x 50% = 3.5=4 (BHI - Sec. 24-16(a)(2))	4	13
---	---	----

3. Drought Tolerant and Low Maintenance Species Require - 50% Min. of shade trees req. 7 x 50% = 3.5=4 (MDC - Sec. 18A-6(C)(1)(b))	4	16
--	---	----

B. Tree Species

1. Number of shade trees required (from Sec. (II)(A)(1) above)	7	16
--	---	----

2. Number of shade tree species required (BHI - Sec. 24-16(a)(2))		
Number of Different Tree Species based on Quantity 6-10 required shade trees/ 3 shade tree species Needed	3	6

C. Tree Heights

1. Number of Stories of building (8)		
2. Number of shade trees required 7 (from Sec. (II)(A)(1) above)		
3. Shade tree heights required:		
14-16 ft. - 25% or 2 shade trees	2	2
16-18 ft. - 50% or 4 shade trees	4	4
18-20 ft. - 25% or 2 shade trees	2	2

Size of Tree Species in Relationship to Building Height			
No. Stories	Min. Shade Tree Height (ft.)	Min. Spread (ft.)	Palm Height (ft 5 plus)
25%	14-16	6	14-18
50%	16-18	7	22-28
25%	18-20	8	22-28

(BHI - Sec. 24-16(a)(2) Sec. 24-16(a)(2))

III. Street Trees	Required	Provided
Street Trees @ 1:35' Width of lot 72.5' / 35' = 2.07 (15' min height / 6" clear wood / 2 1/2" caliper)	2	3

IV. Shrubs Required

1.	10 shrubs required per shade tree (Min. 24" in height / visual screen min. 36" in height / max 24" on center) (BHI - Sec. 24-16(a)(2)(d))	70	322
----	---	----	-----

Native Species Required - 30% Min. (MDC - Sec. 18A-6(D)(1)(a))	21	210
--	----	-----

3. Drought Tolerant and Low Maintenance Species Required - 50% Min. (MDC - Sec. 18A-6(D)(1)(b))	21	313
---	----	-----

V. Buffers (If applicable)

Required	Provided
1. Parking Lot from ROW (BHI - Sec. 24-16)	n/a

2. Dissimilar Uses	n/a	n/a
--------------------	-----	-----

VI. Parking Lot Landscaping (If applicable)

2. 10 SF / parking space: 10 x 323 SF = 3,230 SF (MDC - Sec. 18A-6(J))	n/a	n/a
VI. Parking Lot Landscaping (If applicable)	Required	Provided

2. Shade Trees Required (MDC - Sec. 18A-6(J))	n/a	n/a
---	-----	-----

3. Shrubs Required (MDC - Sec. 18A-6(I))	n/a	n/a
--	-----	-----

VII. Right Tree Right Place

3. Shrubs Required (MDC Sec 18A.6(b))	n/a	n/a
--	-----	-----

VIII. Florida Friendly Landscaping

Required	Provided
(MDC - Sec. 18A-2(A))	

All landscaping shall promote Florida Friendly landscaping principles through the use of drought-tolerant plant species, grouping of plant material by water requirements, the use of irrigation systems that conserve the use of potable and non-potable water supplies and restrictions on the amount of lawn areas. Florida Friendly landscaping principles also promote planting the right plant in the right place and appropriate fertilization and mulching.

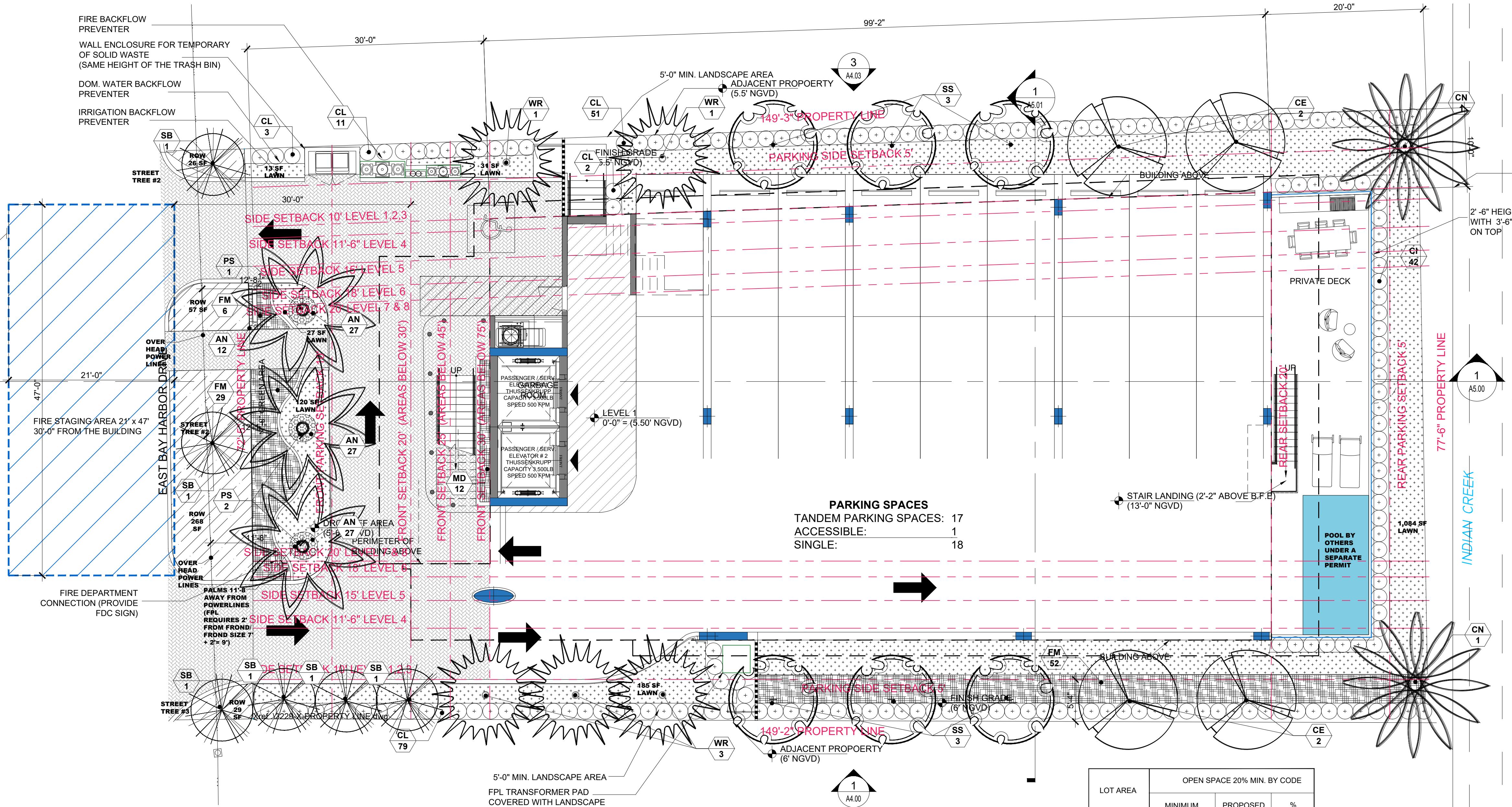
NOTES:

* Required Shade Trees at time of planting must be a minimum of 12 feet in overall height; have 4 feet of clear wood before branching; and have a 2 1/2 inch trunk caliper. Palm Trees (15' hgt. x 3" caliper) can be substituted at a 3:1 ratio (except approved larger palm species @ 1:1 @ 15' wood) at max 25% of the required trees.

** Miami-Dade County Right-of-Way Code Sec. 18B / BHI Landscape Code Sec. 24-16(a)(2)(a). Street Tree Size = 15' min. height/6" min. clear wood/ 2 1/2" min. trunk caliper. Street Trees do not count toward required on-site lot trees and are determined by Town Street Tree Master Plan.








*** Required Shrubs at time of planting must be a minimum of 24 inches in overall height. spaced max. 24 inches on center, if used as a visual screen must be a minimum of 36 inches in overall height.

**** Miami-Dade County Landscape Code Sec. 18A-5(A)(5); 80% of plant material must be listed in either M-D Landscape Manual / M-D Street Tree Master Plan / UF Florida Low-Maintenance Landscape Plants for South Florida.



LANDSCAPE NOTES

- All plant material to be Florida No. 1 or better per most current version of "Grades and Standards for Nursery Plants, Part I and II," prepared by the State of Florida Department of Agriculture and Consumer Services.
- All planting beds to be topped with 2" min. mulch "Grade A", unless otherwise noted. A two-inch layer, after watering in, of mulch must be placed and maintained around all newly installed trees, shrubs, and ground cover plantings. Each tree must have a ring of mulch no less than 24 inches beyond its' trunk in all directions. Red mulch is not acceptable. CYPRESS MULCH WILL NOT BE USED.
- All trees to be staked in good workmanlike manner. No nail staking permitted. (Refer to planting details) Landscape contractor is responsible for removing trees stakes once trees are established.
- Landscape plan shall be installed in compliance with all local codes. Local codes take precedence over Landscape plan.
- All tree holes to be back filled around and under root ball with planting soil. All shrub beds to be installed with planting soil (see planting details).
- Sod shall be as specified in the landscape plan. Solid sod shall be laid with alternative and abutting joints, with 2" top soil minimum if required.
- All trees and palms are to be guaranteed for one year. All shrubs and ground covers shall be guaranteed for six months from date of final acceptance.
- All planting beds shall be free of weeds, grass, litter, and construction debris prior to planting.
- All trees, palms, shrubs, and groundcover plants shall be fertilized at installation with slow release fertilizer, according to manufacturer's recommendations (submit sample for approval).
- Landscape contractor shall review all drawings and prepare his own take off and plant list prior to bid cost, and compare to Landscape Architect's plant list. Sizes specified on Landscape plan are deemed to be minimums. Landscape Contractor is responsible for attaining accurate counts of plant materials specified. In the event of discrepancies, Landscape Contractor shall bring to the attention of the Landscape Architect. Plan shall take precedence over plant list. No Exceptions!
- Landscape Contractor shall locate and verify all underground utility prior to digging. Plantings in Easements: Utility, power, or drainage easements may overlap required buffers; however no required trees or shrubs may be located in any utility, power, or street easement or right-of-way.
- All trees, except street trees, shall be a minimum of twelve (12) feet high and have a minimum dbh of two (2) inches at time of planting except that thirty (30) percent of the tree requirement may be met by native species with a minimum height of eight (8) feet and a minimum dbh of one and one-half (1 1/2) inches at time of planting. Street trees shall have a clear trunk of four (4) feet, an overall height of fifteen (15) feet and a minimum dbh of three (3) inches at time of planting, and shall be provided along all roadways at a maximum average spacing of thirty (30) feet on center.
- All shrubs must be a minimum of 18" in height at time of planting. When used as a visual screen, buffer, or hedge, shrubs shall be planted at a maximum average spacing of thirty (30) inches on center or if planted at a minimum height of thirty-six (36) inches, shall have a maximum average spacing of forty-eight (48) inches on center and shall be maintained so as to form a continuous, unbroken and solid visual screen within one (1) year after time of planting.
- All material is subject to availability at time of installation. Substitutions MUST be cleared with Landscape Architect prior to install.
- All newly planted areas to receive 100% coverage (with 50% overlap) by automatic irrigation system (refer to irrigation plan).
- All existing plant material to remain shall be protected (see planting details).
- All trees to be relocated will get root pruned a minimum of 30 days prior to relocation (more if req. by species). Upon relocation, thin out (under LA direction) 25% of tree canopy.
- After removal/relocation of existing trees and palms, backfill tree pit with planting soil and sod disturbed area (if needed) to bring them to the same level of the surrounding areas.
- No changes shall be made without the prior consent of the Landscape Architect and Owner.

PLANT SCHEDULE					
SHRUBS					
KEY	QUAN	PROPOSED MATERIAL	NATIVE	WATER	DESCRIPTION
AN	93	ANNUAL/S/ SINGLE COLOR	NO	HIGH	4" HT. X 4" SPR. / 4" POT/ FULL/ BL/ 4" O.C.
CL	144	CLUSIA GUTTIFERA/ SMALL LEAF CLUSIA (FOR HEDGE)	YES	LOW	48" HT. X 24" SPR. / 15 GAL/ FULL/ 24" O.C.
CI	42	CHRYSOBALANUS ICACO 'RED TIP' / COCO PLUM	YES	LOW	36" HT. X 24" SPR. / 7 GAL/ FULL/ 24" O.C.
FM	35	FICUS MICROCARPA/ GREEN ISLAND FICUS	NO	LOW	18" HT. X 18" SPR. / 3 GALLONS/ 18" O.C./ FULL
MD	12	MONSTERA DELICIOSA/ MONSTERA	NO	LOW	24" HT. X 24" SPR. / 7 GALLONS/ FULL/ 2' OC.
LAWN	1,458 SF	SOYSA 'EMERALD' (CONTRACTOR TO CHECK QUANTITIES ON SITE)	NO	MED	SOLID EVEN PIECES
ROW	323 SF	STENOTAPHRUM SECUNDATUM/ ST. AUGUSTINE (CONTRACTOR TO CHECK QUANTITIES ON SITE)	NO	LOW	SOLID EVEN PIECES
TREES AND PALMS					
SYM	QUAN	PROPOSED MATERIAL	NATIVE	WATER	DESCRIPTION
	PS/ 3	PHOENIX SYLVESTER/ SYLVESTER PALM	NO	LOW	18' 0 A HT / 9' CLEAR TRUNK, THICK TRUNK, FG, BB, FF, DIAMOND CUT
	CE/ 4	CONOCARPUS ERECTUS GREEN BUTTWOOD	YES	LOW	16' -18' HT. X 7' SPR X 6' CLEAR WOOD ,2.5" CAL.FG, BB, FF/ SINGLE MAIN LEADER
	CN/ 2	COCOS NUCIFERA 'GREEN MALAYAN' COCONUT GREEN MALAYAN (JAMAICAN CERTIFIED)	NO	LOW	18' HT. X 8' SPR., FG, BB, FF/ STRAIGHT TRUNK
	WR/ 5	WASHINGTONIA ROBUSTA WASHINGTONIA PALM	NO	LOW	18' HT. X 8' SPR., FG, BB, FF/ STRAIGHT TRUNK
	SS/ 6	SENNA SURATTENSIS GLAUCOUS CASSIA	YES	LOW	16' -18' HT. X 7' SPR X 6' CLEAR WOOD ,2.5" CAL., FG, BB, FF/ SINGLE MAIN LEADER
	SB/ 3	CONOCARPUS ERECTUS SERICEUS SILVER BUTTWOOD (STREET TREES UNDER POWERLINES)	YES	LOW	15' HT. X 6' SPR. X 6' CLEAR WOOD ,2.5" CAL.FG, BB, FF/ SINGLE MAIN LEADER
STREET TREES					
	SB/ 3	CONOCARPUS ERECTUS SERICEUS SILVER BUTTWOOD (STREET TREES UNDER POWERLINES)	YES	LOW	15' HT. X 6' SPR. X 6' CLEAR WOOD ,2.5" CAL.FG, BB, FF/ SINGLE MAIN LEADER

TOPO
GRAPHIC

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9781 EAST BAY HARBOR DRIVE
Ground Level Landscape Plan

9781 E. BAY HARBOR DR.
BAY HARBOR, FL 33154

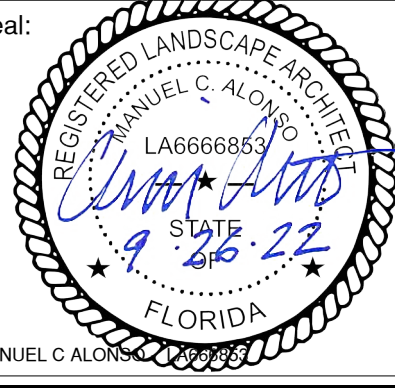
Project:

Landscape Plan

SCALE 1/8" = 1'-0"

Revisions:

Seal:



Drawing: Landscape Plan

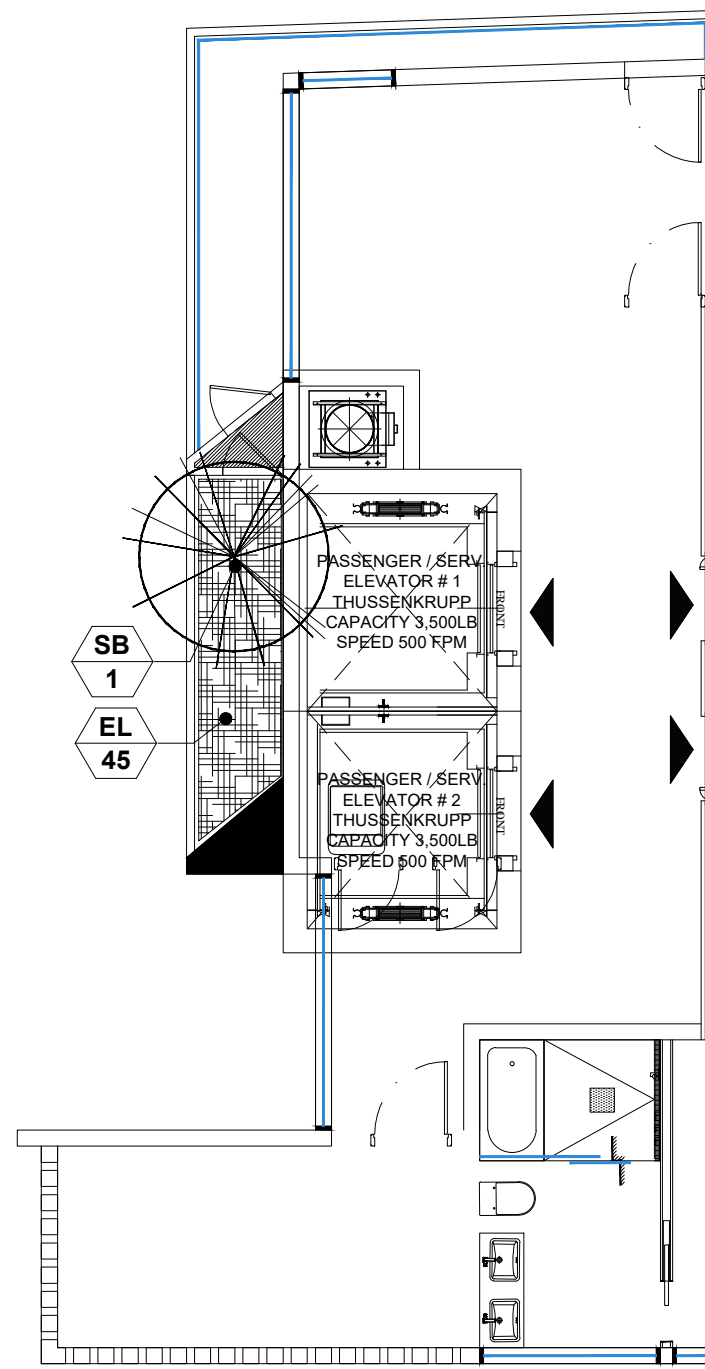
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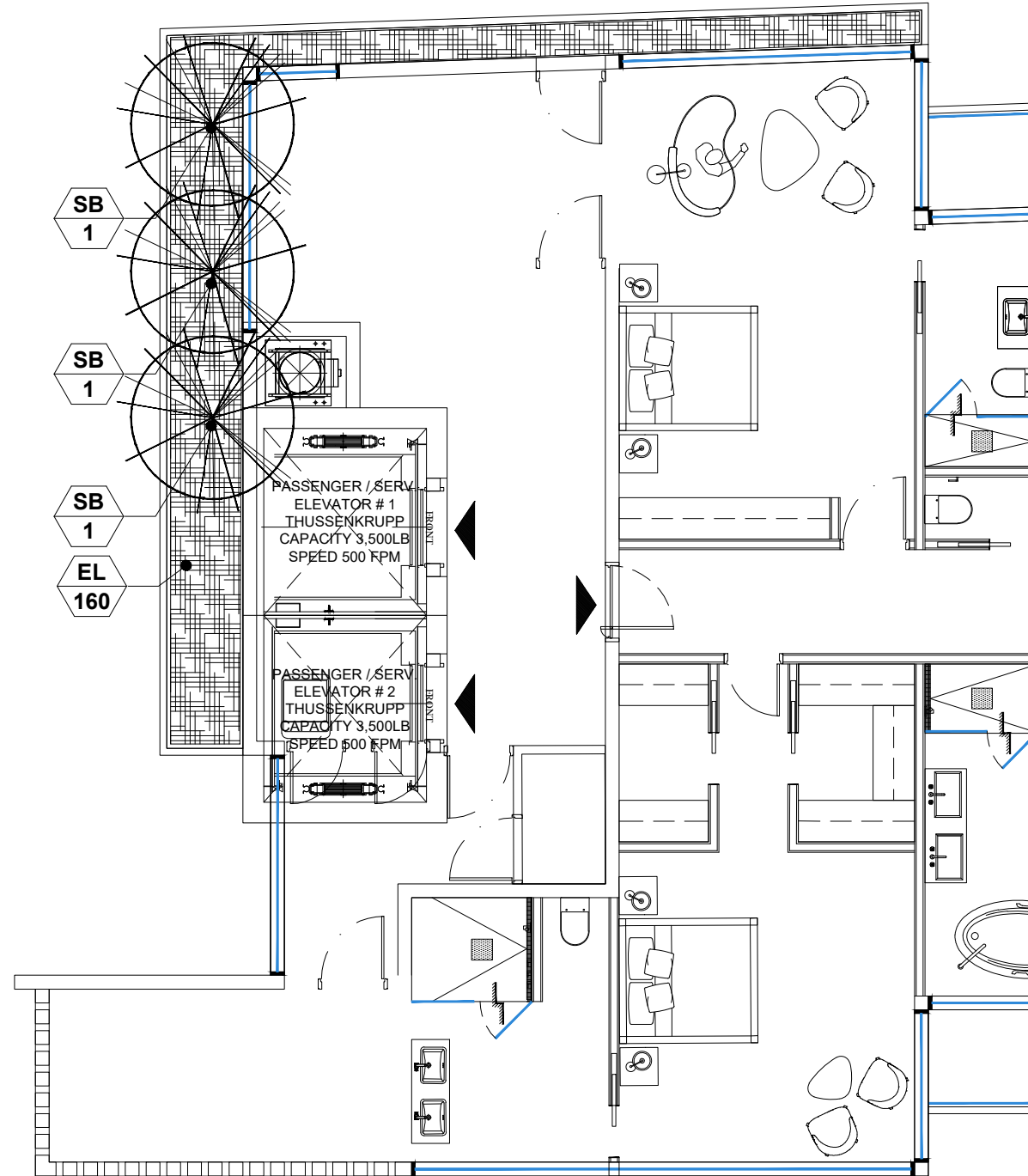
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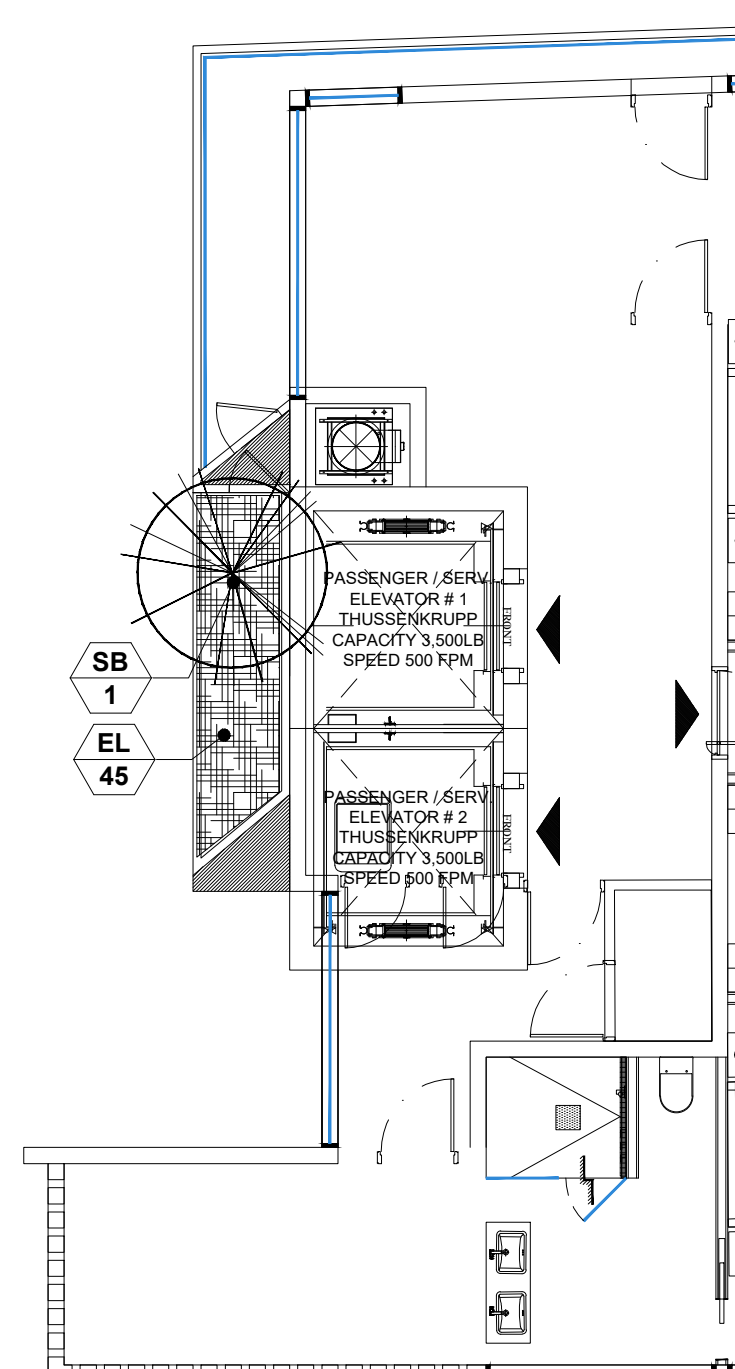
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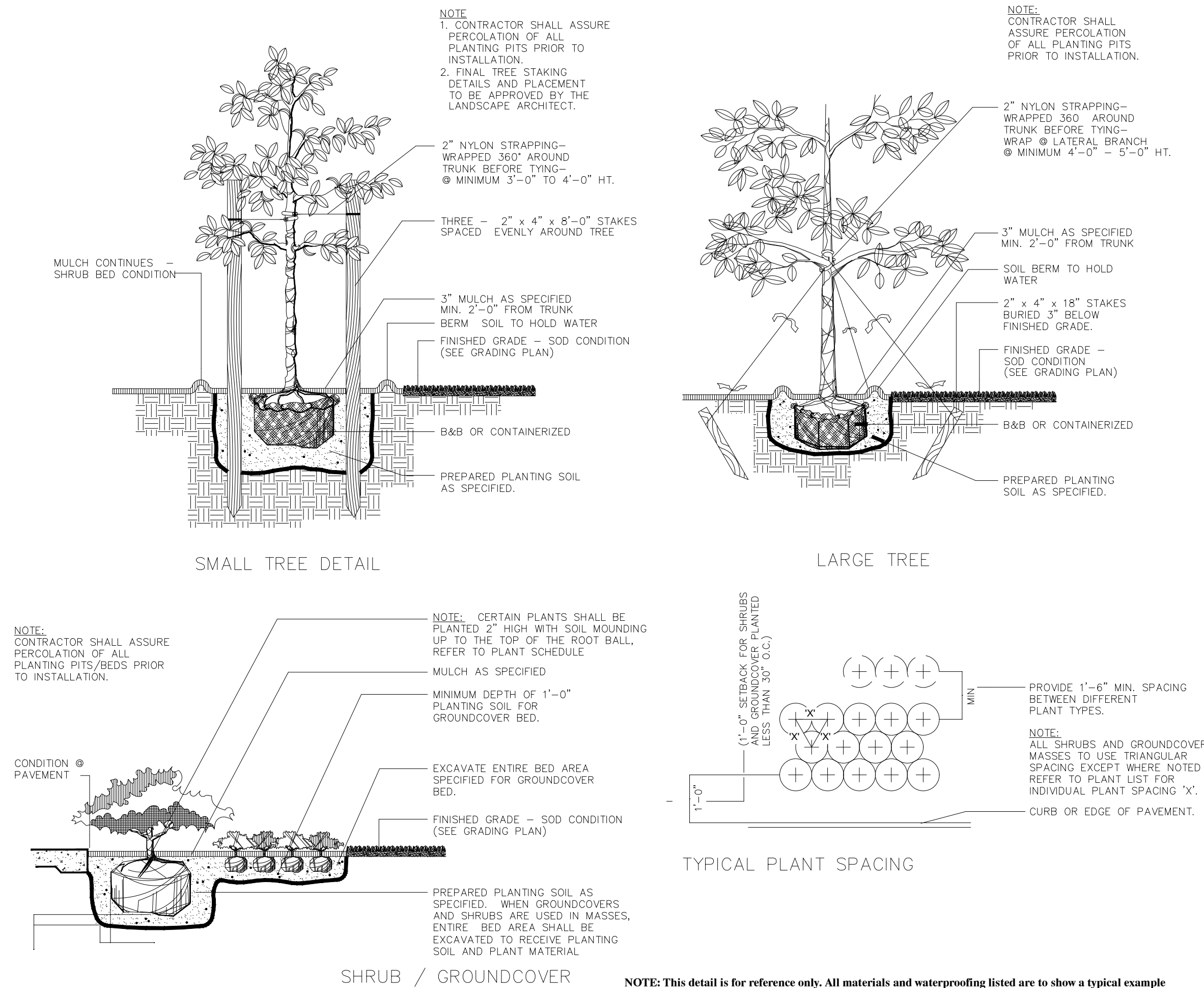
Level 4 Landscape Plan
SCALE 1/8" = 1'-0"



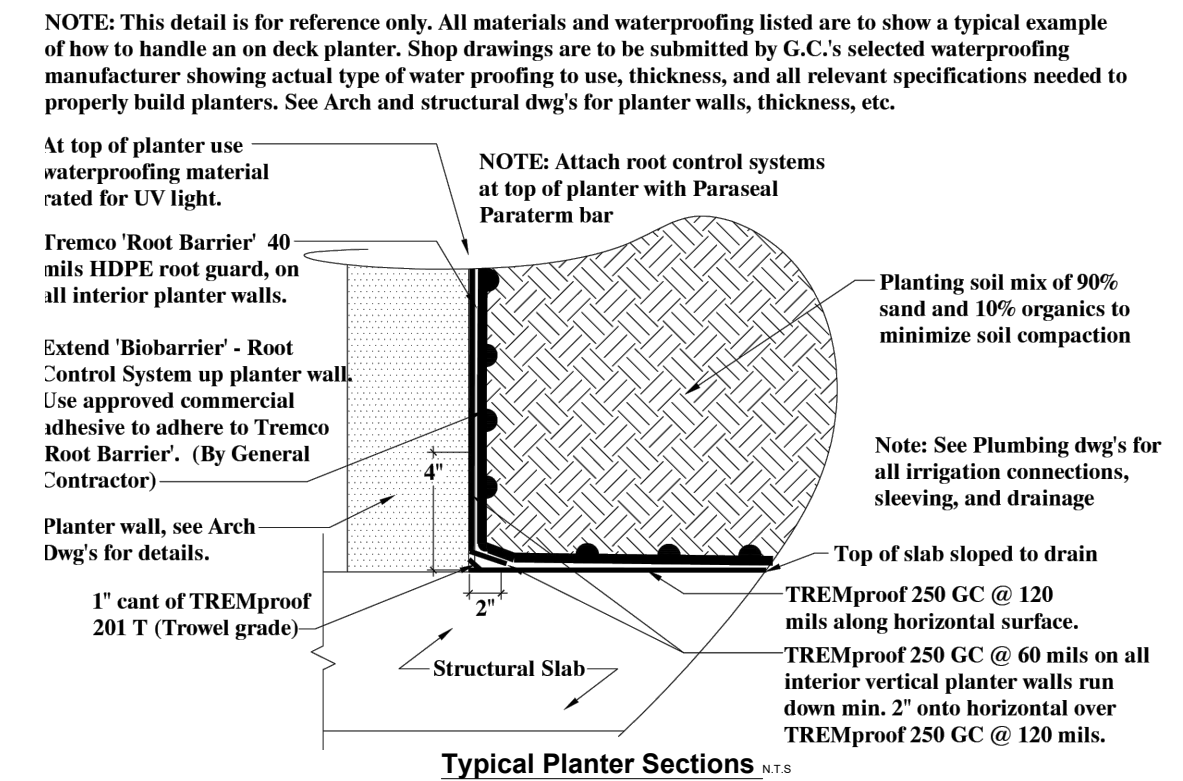
Level 6 Landscape Plan
SCALE 1/8" = 1'-0"






Level 7 Landscape Plan
SCALE 1/8" = 1'-0"

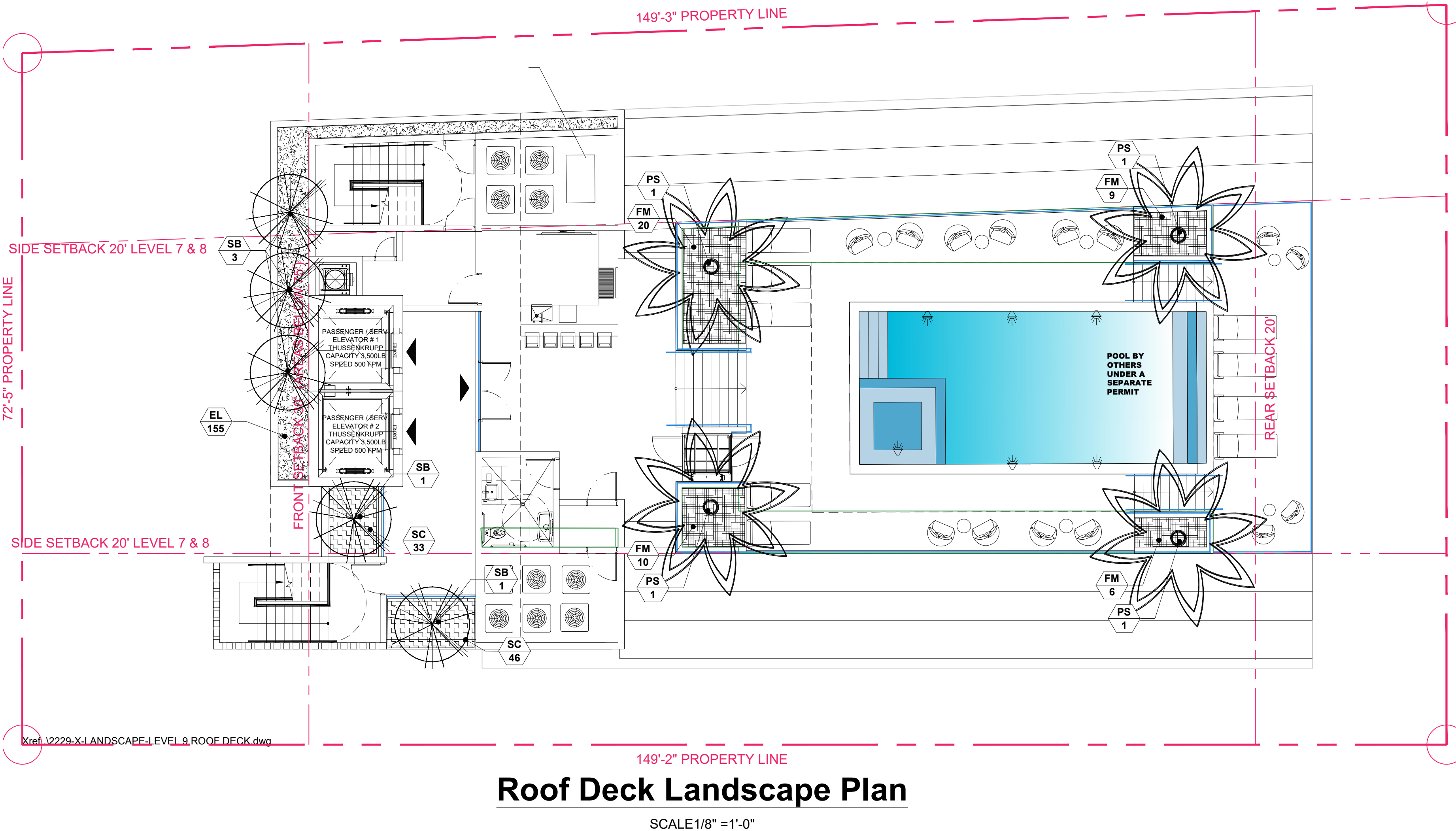


ROOF AREA	ROOF LANDSCAPE 15% MIN.		
	MINIMUM	PROPOSED	%
2,934 SF.	440 SF MIN.	441 SF	15%



PLANT SCHEDULE LEVELS 4, 6, 7						
SHRUBS						
KEY	QUAN	PROPOSED MATERIAL	NATIVE	WATER	DESCRIPTION	
EL	250	ERNODEA LITTORALIS/ GOLDEN BEACH CREEPER	YES	LOW	10" HT. X 10" SPR. / 3 GALLONS/ 12" O.C. / FULL	
TREES AND PALMS						
SYM	QUAN	PROPOSED MATERIAL	NATIVE	WATER	DESCRIPTION	
	SB/ 5	CONOCARPUS ERECTUS SERICEUS SILVER BUTTONWOOD	YES	LOW	12' HT. X 5' SPR., 2.5" CAL, FG, BB, FF/ SINGLE MAIN LEADER	

PLANT SCHEDULE LEVEL 9						
SHRUBS						
KEY	QUAN	PROPOSED MATERIAL	NATIVE	WATER	DESCRIPTION	
FM	45	FICUS MICROCARPA/ GREEN ISLAND FICUS	NO	LOW	18" HT. X 18" SPR. / 3 GALLONS/ 18" O.C./ FULL	
SC	79	SPARTINA BAKERI/ SAND CORDGRASS	YES	LOW	18" HT. X 18" SPR. / 3 GALLONS/ FULL/ 2' OC.	
EL	155	ERNODEA LITTORALIS/ GOLDEN BEACH CREEPER	YES	LOW	10" HT. X 10" SPR. / 3 GALLONS/ 12" O.C./ FULL	
TREES AND PALMS						
SYM	QUAN	PROPOSED MATERIAL	NATIVE	WATER	DESCRIPTION	
	PS/ 4	PHOENIX SYLVESTER/ SYLVESTER PALM	NO	LOW	18' 0.A.HT / 9' CLEAR TRUNK, THICK TRUNK, FG, BB, FF, DIAMOND CUT	
	SB/ 5	CONOCARPUS ERECTUS SERICEUS SILVER BUTTWOOD	YES	LOW	12' HT. X 5' SPR.,2.5" CAL, FG, BB, FF/ SINGLE MAIN LEADER	

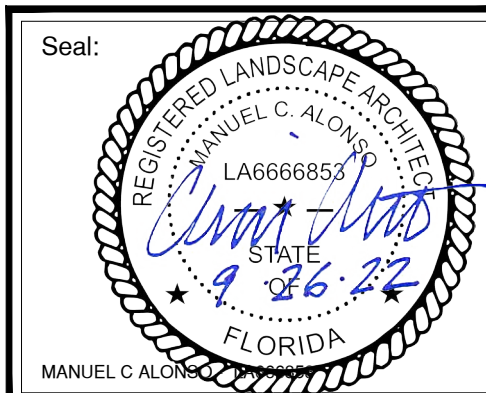


Tree Disposition Plan

9781 E. BAY HARBOR DR.

Project:

Revisions



Drawing: Tree Disposition Plan

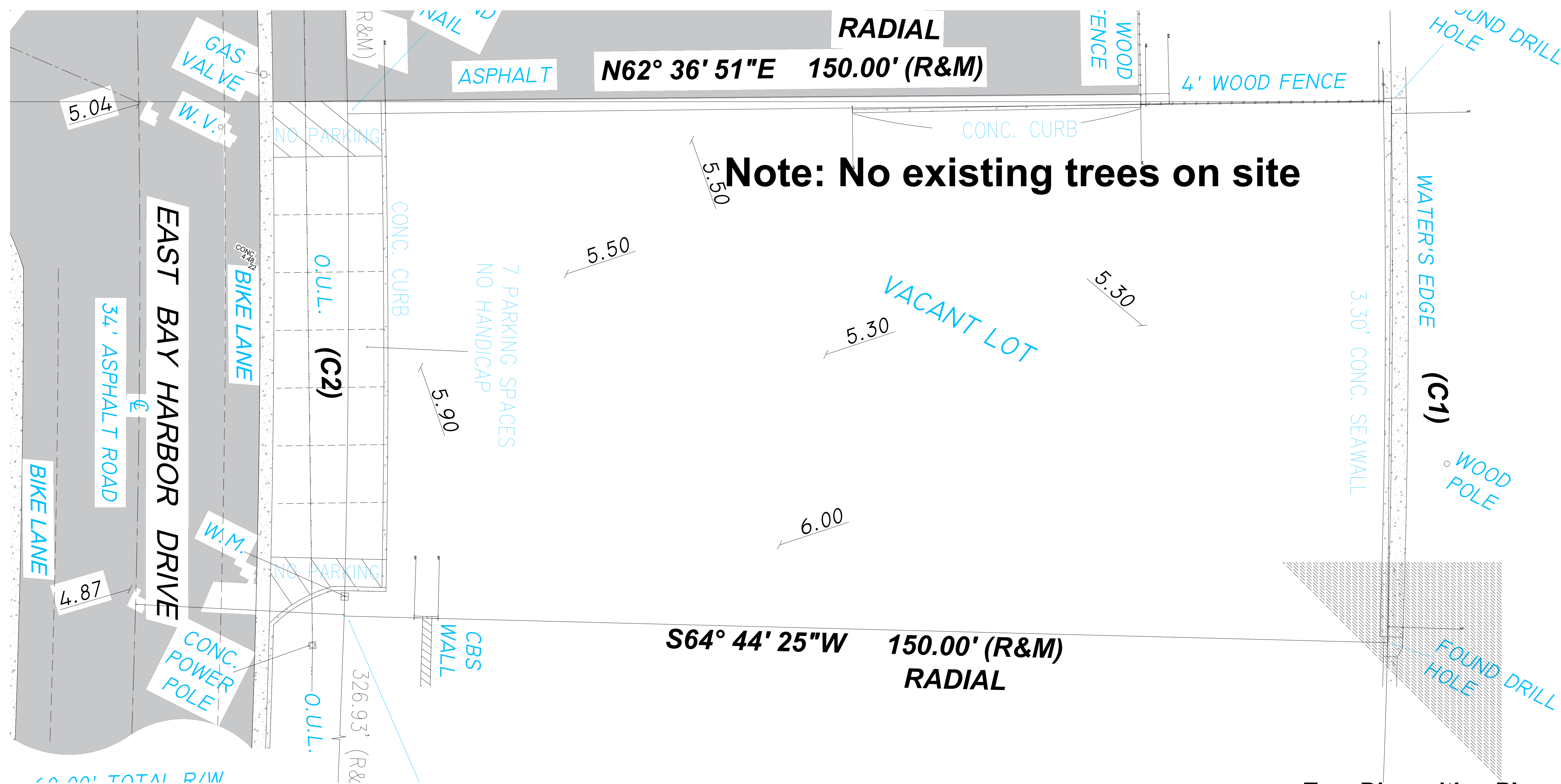
Date: 07.15.2022

Scale: 1/8"=1' - 0"

Drawn by: JRP

Sheet No.:

TD-1



Tree Disposition Plan

SCALE 1/8" = 1'-0"

TREE DISPOSITION:

Existing lot is a vacant lot with only grass and miscellaneous shrubs as noted on plan above. All of this is TO BE REMOVED prior to start of construction.

There are NO Trees of any kind existing on this lot. As such, there is no mitigation necessary for this property.

There are no substantial trees on neighboring property that has root zones encroaching onto this property. As such, no tree protection fencing will be required anywhere on this site during construction.

GENERAL NOTES AND SPECIFICATIONS

I. APPLICABLE CODES

1. ALL WORK AND MATERIALS SHALL CONFORM TO CURRENT BAY HARBOR ISLANDS AND MIAMI-DADE COUNTY STANDARDS AS WELL AS ALL LOCAL, STATE, AND NATIONAL CODES AND REGULATORY REQUIREMENTS, AS APPLICABLE.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ENSURING THAT ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER AND IN STRICT COMPLIANCE WITH ALL THE REQUIREMENTS OF FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AND ALL STATE AND LOCAL SAFETY AND HEALTH REGULATIONS.
3. LOCATIONS, ELEVATIONS AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER SITE FEATURES SHOWN ON THE DRAWINGS WERE OBTAINED FROM A SURVEY BY OTHERS.
4. EXISTING UTILITIES TO BE ADJUSTED IN ACCORDANCE WITH PROPOSED GRADES AND REQUIREMENTS OF UTILITY OWNERS, AS REQUIRED.
5. EXISTING STRUCTURES, UTILITIES AND OTHER IMPROVEMENTS WHICH ARE TO REMAIN IN PLACE, TREES SUCH AS BUILDING SEWERS, DRAINS, WATER OR GAS PIPES, CONDUITS, POLES, WALLS, COLUMNS, ETC., WHETHER OR NOT SHOWN ON THE PLANS, ARE TO BE CAREFULLY PROTECTED FROM DAMAGE. IF DAMAGE OCCURS FROM WORK PERFORMED UNDER THIS CONTRACT, THE CONTRACTOR SHALL PROMPTLY REPAIR THE DAMAGED ITEM(S) TO THE CONDITION OF THE ITEM(S) PRIOR TO THE DAMAGE. THIS WORK SHALL BE AT NO ADDITIONAL COST TO THE OWNER.
6. THE CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.
7. CONTRACTOR SHALL PRESERVE ALL STREET SIGNS, PARKING METERS, BENCHES, TRAFFIC CONTROL SIGNS, ETC. WHEN DIRECTED BY THE ENGINEER, THE CONTRACTOR SHALL REINSTALL OR DELIVER SAID PUBLIC PROPERTY TO THE COUNTY YARD.
8. THE CONTRACTOR SHALL COORDINATE HIS/HERS WORK WITH ANY OTHER UTILITY AND BUILDING TRADES WORKING ON THIS OR ADJACENT PROJECT.
9. ALL DITCH EXCAVATION SHALL BE PERFORMED IN FULL COMPLIANCE WITH THE PROVISIONS OF THE FLORIDA TRENCH SAFETY ACT.
10. THE CONTRACTOR SHALL TAKE SPECIAL NOTE OF SOIL CONDITIONS THROUGHOUT THIS PROJECT. ANY SPECIAL SHORING, SHEETING OR OTHER PROCEDURES NECESSARY TO PROTECT ADJACENT PROPERTY, EITHER PUBLIC OR PRIVATE, DURING EXCAVATION OF SUBSOIL MATERIAL OR DURING THE FILLING OF ANY AREA, OR FOR ANY OPERATION DURING CONSTRUCTION SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

II. PRECONSTRUCTION RESPONSIBILITIES

1. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED AND UPON WHICH THEIR BIDS WILL BE BASED.
2. 48 HOURS BEFORE BEGINNING CONSTRUCTION IN THE AREA, THE CONTRACTOR SHALL NOTIFY SUNSHINE STATE CALL ONE OF FLORIDA, INC. AT 1-800-432-4770 AND ANY OTHER UTILITIES WHICH MIGHT BE AFFECTED.
3. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A PRECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENT AGENCIES, UTILITY OWNERS, THE OWNER, AND THE ENGINEER OF RECORD.
4. THE CONTRACTOR SHALL APPLY FOR AND PROCURE ALL PERMITS AND LICENSES, PAY ALL CHARGES, TAXES, ROYALTIES & FEES, AND GIVE ALL NOTICES NECESSARY TO COMPLETE THIS PROJECT, (WITH THE EXCEPTION OF DRAINAGE AND WATER & SEWER APPROVALS FROM THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND FDOT WHICH WILL BE OBTAINED BY THE ENGINEER OF RECORD.)
5. THE CONTRACTORS SHALL COORDINATE WITH UTILITY COMPANIES TO ARRANGE FOR ANY REMOVAL, RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC. AS NECESSARY TO COMPLETE THE WORK, IF APPLICABLE.
6. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE APPROXIMATE ONLY. THE CONTRACTOR SHALL LOCATE AND EXPOSE ALL EXISTING UTILITIES TO BE CONNECTED SUFFICIENTLY AHEAD OF CONSTRUCTION TO ALLOW REDESIGN BY THE ENGINEER IF SUCH UTILITIES ARE FOUND TO BE DIFFERENT THAN THOSE SHOWN ON PLANS.

III. INSPECTION AND TESTING

- THE ENGINEER SHALL REQUIRE A COLOR T.V. SURVEY AND SHALL REQUIRE AN EXFILTRATION/INFILTRATION TEST PRIOR TO ACCEPTANCE. THE SURVEY AND TESTING SHALL BE AT THE CONTRACTOR'S EXPENSE.
- INSPECTIONS:
THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND PRIOR TO THE INSPECTION OF THE FOLLOWING ITEMS:
- 1.) STORM DRAINAGE
2.) SANITARY SEWER
3.) WATER SYSTEM SUBGRADE - SUBMIT AND HAVE APPROVED DENSITIES PRIOR TO PLACEMENT OF ROCK.
4.) LIMEROCK BASE - SUBMIT AND HAVE APPROVED DENSITIES AND AS-BUILTS PRIOR TO THE PLACEMENT OF ANY ASPHALT.
5.) ASPHALTIC CONCRETE
6.) FINAL WALK-THROUGH INSPECTION
7.) IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONTACT ALL APPLICABLE REGULATORY AGENCIES FOR INSPECTION REQUIREMENTS.

IV. SHOP DRAWINGS

1. PRIOR TO CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD FOR THE FOLLOWING ITEMS: WATER/SEWER MAIN PIPING AND ASSOCIATED FITTINGS, CATCH BASINS AND ALL OTHER DRAINAGE STRUCTURES, DRAINAGE PIPE, BALLAST ROCK, EXFILTRATION TRENCH FILTER FABRIC. IN ADDITION, SOME CITIES, COUNTIES, STATE AND/OR NATIONAL REGULATORY AGENCIES REQUIRE THEIR OWN INDIVIDUAL REVIEW AND APPROVAL. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY SHOP DRAWING APPROVALS IF REQUIRED.

V. TEMPORARY FACILITIES

1. TEMPORARY FACILITIES
- A. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES, AND ELECTRICITY, DURING CONSTRUCTION.
- B. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE ACCESS ENTRANCE TO COMMERCIAL PROPERTIES AT ALL TIMES, IF APPLICABLE.

- C. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND DITCHES DURING ALL PHASES OF CONSTRUCTION, IF APPLICABLE.
2. TRAFFIC REGULATION
- A. THE CONTRACTOR SHALL PROVIDE ALL WARNING SIGNALS, SIGNS, LIGHTS AND FLAG PERSONS AS NECESSARY FOR THE MAINTENANCE OF TRAFFIC WITHIN PUBLIC RIGHT-OF-WAYS IN ACCORDANCE WITH M.U.T.C.D. AND FDOT.
- B. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.
- C. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE TO BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT THE EXPRESS PERMISSION OF THE CITY BAY HARBOR ISLANDS PUBLIC WORKS DEPARTMENT.

VI. PROJECT CLOSE OUT:

1. CLEANING UP
- A. DURING CONSTRUCTION, THE PROJECT SITE AND ALL ADJACENT AREAS SHALL BE MAINTAINED IN A NEAT AND CLEAN MANNER, AND UPON FINAL CLEANUP, THE PROJECT SITE SHALL BE LEFT CLEAR OF ALL SURPLUS MATERIAL OR TRASH. THE PAVED AREAS SHALL BE SWEEP BROOM CLEAN.
- B. THE CONTRACTOR SHALL RESTORE OR REPLACE, WHEN AND AS DIRECTED, ANY PUBLIC OR PRIVATE PROPERTY DAMAGED BY HIS/HER WORK, EQUIPMENT AND/OR EMPLOYEES TO A CONDITION AT LEAST EQUAL TO THAT EXISTING IMMEDIATELY PRIOR TO THE BEGINNING OF OPERATIONS.
- C. THE CONTRACTOR SHALL REPLACE ALL PAVING, STABILIZED EARTH, CURBS, DRIVEWAYS, SIDEWALKS, FENCES, MAILBOXES, SIGNS AND ANY OTHER IMPROVEMENTS REMOVED DURING CONSTRUCTION WITH THE SAME TYPE OF MATERIAL AND TO THE CONDITION WHICH EXISTED PRIOR TO THE BEGINNING OF OPERATIONS.
- D. WHERE MATERIAL OR DEBRIS HAVE WASHED OR FLOWED INTO, OR HAVE BEEN PLACED IN WATER COURSES, DITCHES, DRAINS, CATCH BASINS, OR ELSEWHERE AS A RESULT OF THE CONTRACTOR'S OPERATIONS, SUCH MATERIAL OR DEBRIS SHALL BE REMOVED AND SATISFACTORILY DISPOSED OF DURING THE PROGRESS OF THE WORK, AND THE AREA KEPT IN A CLEAN AND NEAT CONDITION.
- E. ALL DISPOSAL OF EXCESS AND UNSUITABLE EXCAVATED MATERIAL, DEMOLITION, VEGETATION, RUBBISH AND DEBRIS SHALL BE MADE OUTSIDE THE LIMITS OF CONSTRUCTION AT A LEGAL DISPOSAL SITE PROVIDED BY THE CONTRACTOR AT HIS/HER OWN EXPENSE, WITH THE PRIOR APPROVAL OF THE ENGINEER. MATERIAL CLEARED FROM THE SITE SHALL NOT BE DEPOSITED ON ADJACENT AND/OR NEARBY PROPERTY.
2. ALL PROPERTY MONUMENTS OR PERMANENT REFERENCES, REMOVED OR DESTROYED BY THE CONTRACTOR DURING CONSTRUCTION SHALL BE RESTORED BY A STATE OF FLORIDA REGISTERED LAND SURVEYOR AT THE CONTRACTOR'S EXPENSE.
3. PROJECT RECORD DOCUMENTS
- A. DURING THE DAILY PROGRESS OF THE JOB, THE CONTRACTOR SHALL RECORD ON HIS SET OF CONSTRUCTION DRAWINGS THE EXACT LOCATION, LENGTH AND ELEVATION OF ANY FACILITY NOT BUILT EXACTLY ACCORDING TO PLANS.
- B. THE CONTRACTOR SHALL PROVIDE THE ENGINEER WITH AS-BUILT GRADES AND LOCATIONS OF FINISHED PAVEMENT, SIDEWALKS, CURBS, AND ALL PHYSICAL IMPROVEMENTS. SUCH GRADES SHALL BE OBTAINED BY A LICENSED SURVEYOR REGISTERED TO PRACTICE IN THE STATE OF FLORIDA, AND SHALL DOCUMENT THE INTENT OF THE PROPOSED GRADES SHOWN ON THE PLANS. THIS SHALL BE DONE AT NO COST TO THE OWNER.
4. CONTRACTOR TO REPLACE ALL FOUND PIPES WITH NAIL AND DISKS.

VII. STORM DRAINAGE

GENERAL

1. THE TRENCH FILTER FABRIC SHALL BE SELECTED FROM THE MANUFACTURERS AND FABRIC TYPES APPROVED BY THE MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT. IT SHALL BE USED TO WRAP ALL SIDES, BOTTOM AND TOP OF THE EXFILTRATION TRENCH. THE TOP SECTION OF THE MATERIAL SHALL BE LAPPED A MINIMUM OF 12 INCHES AND THE CONTRACTOR SHALL TAKE EXTREME CARE IN BACKFILLING TO AVOID BUNCHING OF THE FABRIC.
2. SOLID AND PERFORATED STORM DRAINAGE PIPE SHALL BE HIGH DENSITY POLYETHYLENE PIPE (H.D.P.E.) SELECTED FROM THE MANUFACTURES AND TYPES APPROVED BY THE MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT. PERFORATED PIPE SHALL TERMINATE 4'-0" FROM THE DRAINAGE STRUCTURE. THE REMAINING 4'-0" SHALL BE NON-PERFORATED PIPE.
3. PROVIDE A MINIMUM PROTECTIVE COVER OF 24 INCHES OVER STORM SEWER AND AVOID UNNECESSARY CROSSING BY HEAVY CONSTRUCTION VEHICLES DURING CONSTRUCTION.
4. THE CONTRACTOR SHALL PROTECT COMPLETED DRAINAGE STRUCTURES AND EXFILTRATION TRENCH SYSTEMS FROM CONTAMINATION OF SILT AND CONSTRUCTION DEBRIS. PLACE PLYWOOD ON, OR FILTER FABRIC BETWEEN, THE FRAME AND INLET GRATE UNTIL CONSTRUCTION OPERATIONS ARE FINISHED.

VII. PAVING

1. GENERAL

- A. ALL UNDERGROUND UTILITIES SHALL BE COMPLETED PRIOR TO CONSTRUCTION OF LIMEROCK BASE.
- B. ALL EXISTING PAVEMENT, CUT OR DAMAGED BY CONSTRUCTION SHALL BE PROPERLY RESTORED AT THE CONTRACTOR'S EXPENSE.
- C. WHERE ANY PROPOSED PAVEMENT IS TO BE CONNECTED TO EXISTING PAVEMENT, THE EXISTING EDGE OF PAVEMENT SHALL BE SAW CUT.
- D. PROPOSED ASPHALT PAVEMENT SHALL BE CONNECTED TO EXISTING AS PER MIAMI-DADE COUNTY STANDARD DETAILS. CONTRACTOR SHALL MATCH EXISTING ELEVATIONS ON NEW SIDEWALK OR NEW PAVEMENT.
- E. CONTRACTOR SHALL REMOVE AND DISPOSE OF THE EXISTING CONC. CURB, CURB & GUTTER, SIDEWALK AND ASPHALT WHERE NEW SIDEWALK, CURB & GUTTER AND MEDIAN IS PROPOSED TO BE CONSTRUCTED.
- F. NONE OF THE EXISTING LIMEROCK BASE THAT IS REMOVED IS TO BE INCORPORATED INTO THE PROPOSED LIMEROCK BASE.
- G. DENSITY TESTS SHALL BE TAKEN BY AN INDEPENDENT TESTING LABORATORY, CERTIFIED BY THE STATE OF FLORIDA, WHERE DIRECTED BY THE MIAMI-DADE COUNTY PUBLIC WORKS DEPARTMENT INSPECTOR OR THE GEOTECHNICAL ENGINEER.

VIII. PAVEMENT MARKINGS AND TRAFFIC SIGNS

1. PAVEMENT MARKINGS

- A. INSTALLATION OF ALL PAVEMENT MARKINGS SHALL BE MADE IN ACCORDANCE WITH FDOT STANDARDS.
- B. MATERIALS: (1) WHERE THE PLANS CALL FOR PAINTED PAVEMENT MARKINGS (P), INSTALLATION AND MATERIALS SHALL MEET ALL REQUIREMENTS OF SECTION 710 OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION. (2) WHERE THE PLANS CALL FOR THERMOPLASTIC PAVEMENT MARKINGS (T), INSTALLATION AND MATERIALS SHALL MEET ALL REQUIREMENTS OF SECTION 710 OF FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.
- C. PROTECTION: THE CONTRACTOR SHALL NOT ALLOW TRAFFIC ONTO NEWLY APPLIED PAVEMENT STRIPING/MARKINGS UNTIL THEY ARE SUFFICIENTLY DRY TO PERMIT VEHICLES TO CROSS THEM WITHOUT DAMAGE. THE CONTRACTOR SHALL, AT HIS OWN EXPENSE, REMOVE AND REPLACE ANY PORTION OF THE PAVEMENT STRIPING/MARKINGS DAMAGED BY PASSING TRAFFIC OR FROM ANY OTHER CAUSE.
2. TRAFFIC SIGNS

- A. INSTALLATION: TRAFFIC SIGNS SHALL BE INSTALLED IN ACCORDANCE WITH THE U.S. DEPARTMENT OF TRANSPORTATION MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (M.U.T.C.D.), PART II, IN LOCATIONS SHOWN ON PLANS.
- B. MATERIALS: FOLLOW SECTION NO. 700, HIGHWAY SIGNING, OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND M.U.T.C.D.

Rev.	Date	Rev.	Date
1		9	
2		10	
3		11	
4		12	
5		13	
6		14	
7		15	
8		16	

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9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:
Name: REGENCY DEVELOPMENT GROUP LLC
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CIVIL ENGINEER:
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MEP ENGINEER:
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Address:

Tel:
Email:

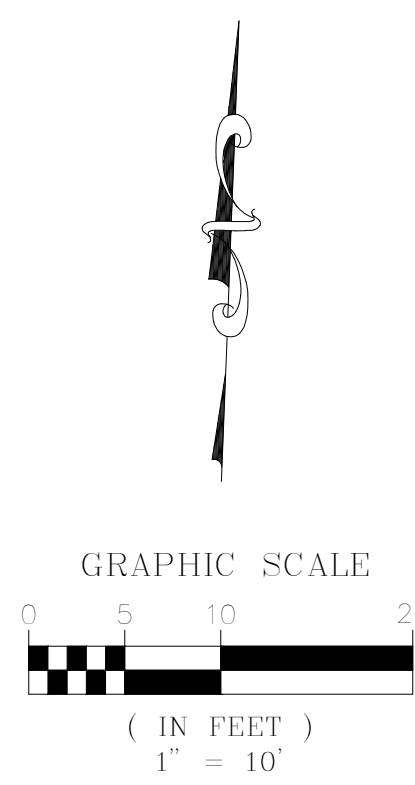
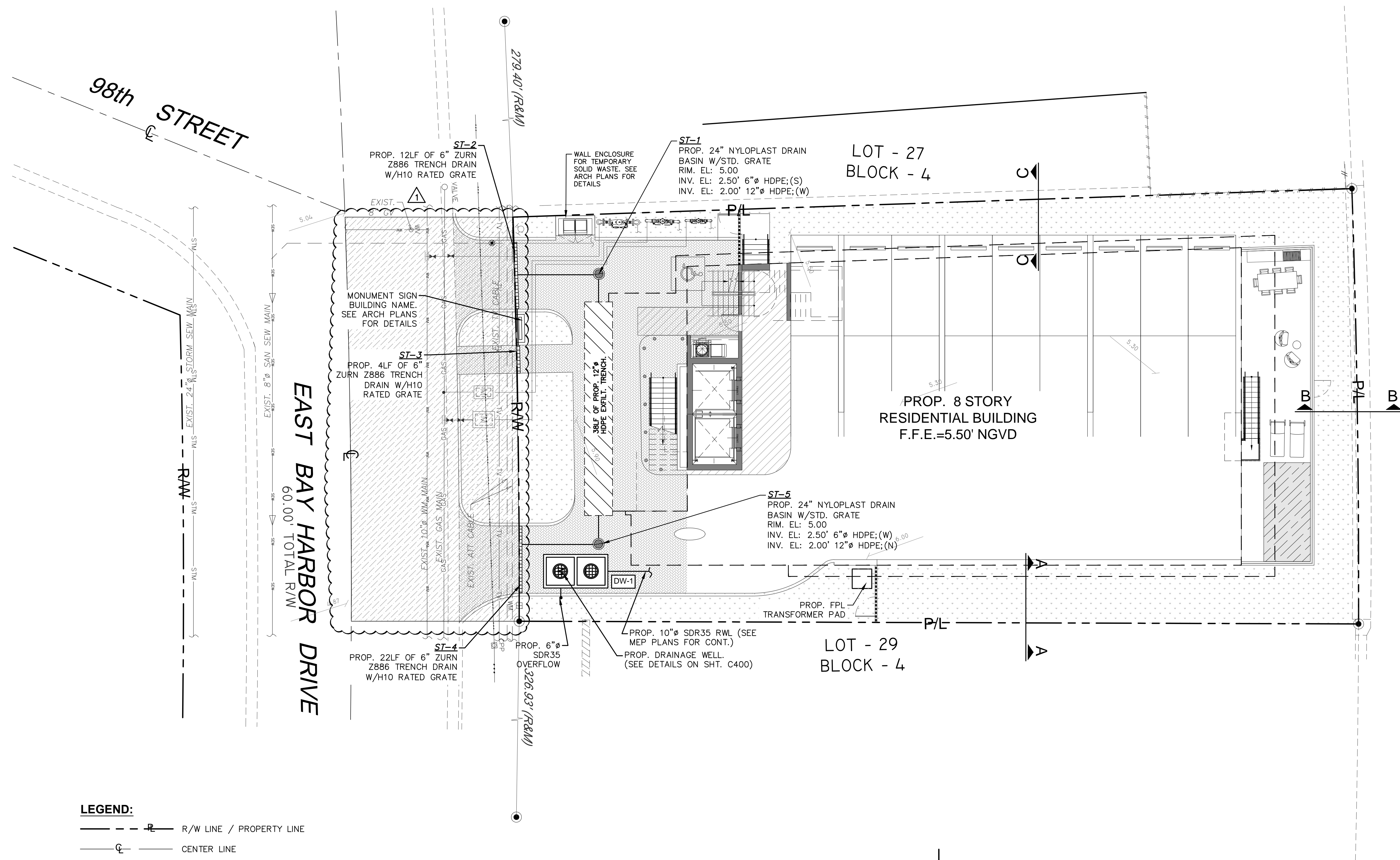
ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
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Fax: 305.573.3766



GENERAL NOTES AND SPECIFICATIONS

Date:	06-14-2022	Sheet No. C100
Scale:		
Project:	2229	





Rev.	Date	Rev.	Date
1	CITY COMMENTS 8/15/22	9	
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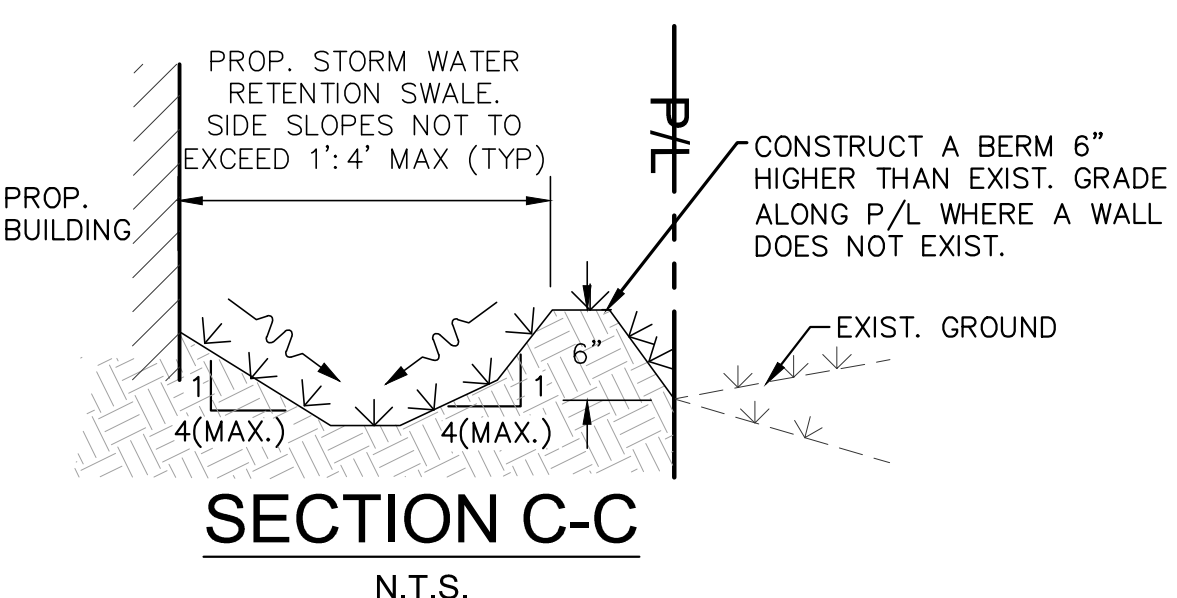
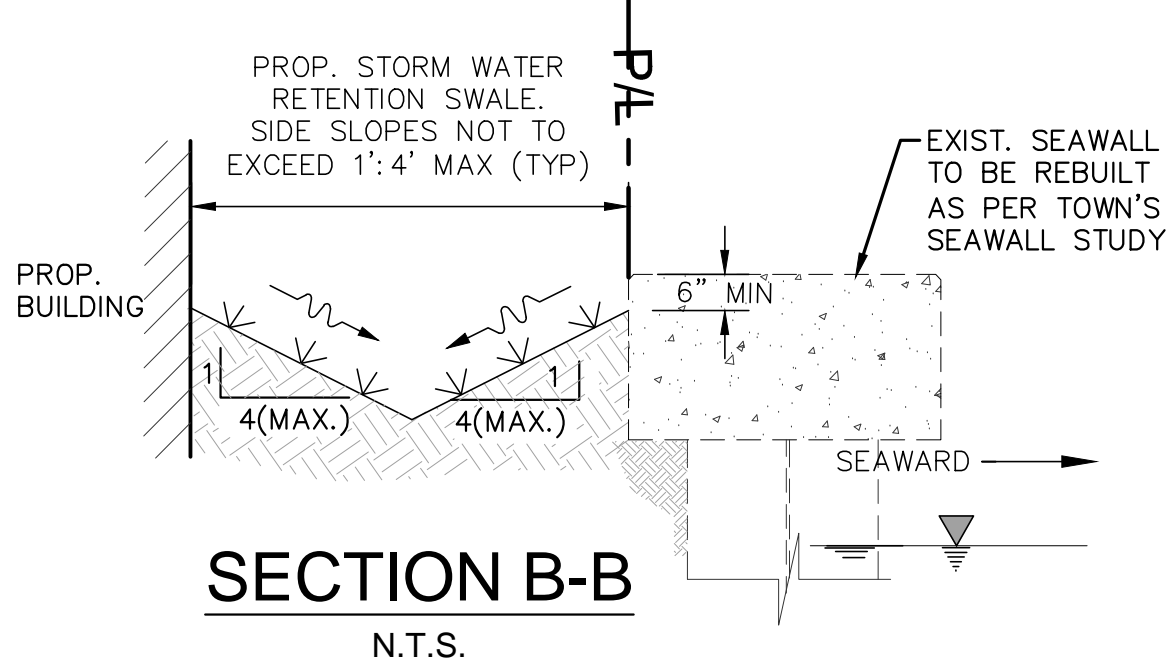
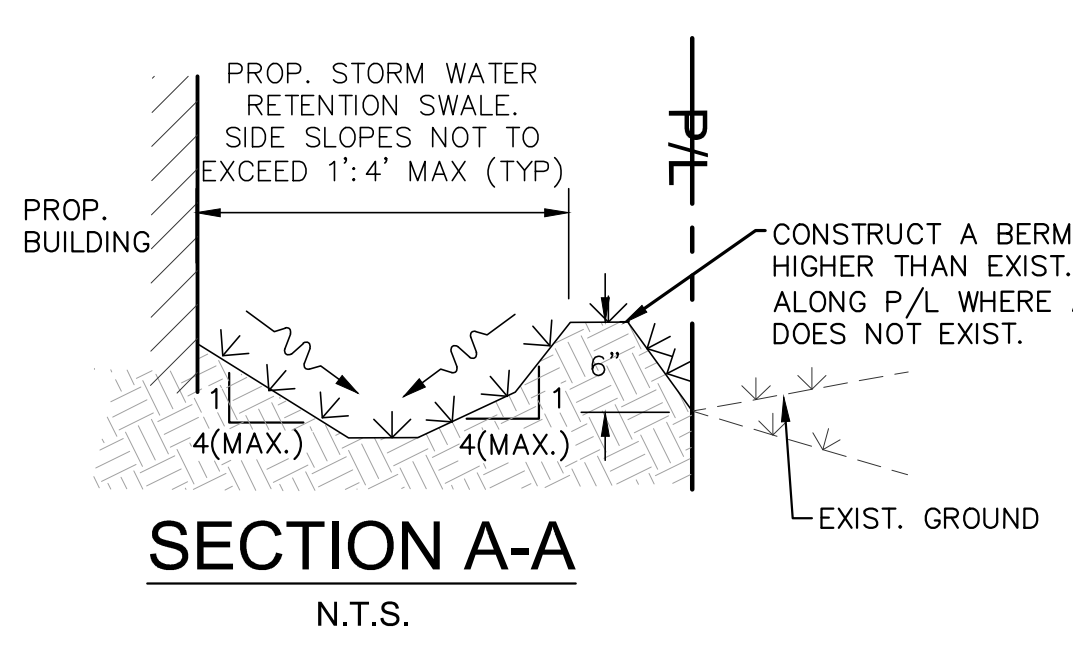
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PAVING, GRADING AND DRAINAGE PLAN

Date:	06-14-2022	Sheet No.
Scale:		C200
Project:	2229	

- LEGEND:**
- R/W LINE / PROPERTY LINE
 - CENTER LINE
 - EXISTING CURBING
 - EXISTING ELEVATIONS (NGVD)
 - PROP. LANDSCAPE AREA. REFER TO LA PLANS FOR DETAILS.
 - PROP. WATER FEATURE (SEE ARCH. PLANS FOR DETAILS)
 - PROP. EXFILT. TRENCH (SEE SHEET C400 FOR DETAILS)
 - PROP. DRAINAGE WELL (SEE SHT. C400 FOR DETAILS)
 - PROP. DRIVEWAY
 - LIMITS OF MILLING AND RESURFACING. MILL AN AVERAGE OF 1" USING SP-9.5

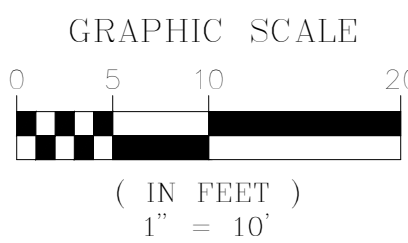


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CIVIL ENGINEERING CONSULTANTS
1801 BISCAYNE BLVD, SUITE 200, MIAMI, FL 33139
Phone: (781) 552-0241, (781) 552-0242
Email: info@oceanengineeringinc.com

LEGEND:

- R/W LINE /
PROPERTY LINE
- CENTER LINE
- EXISTING CURBING
- EXISTING ELEVATIONS (NGVD)



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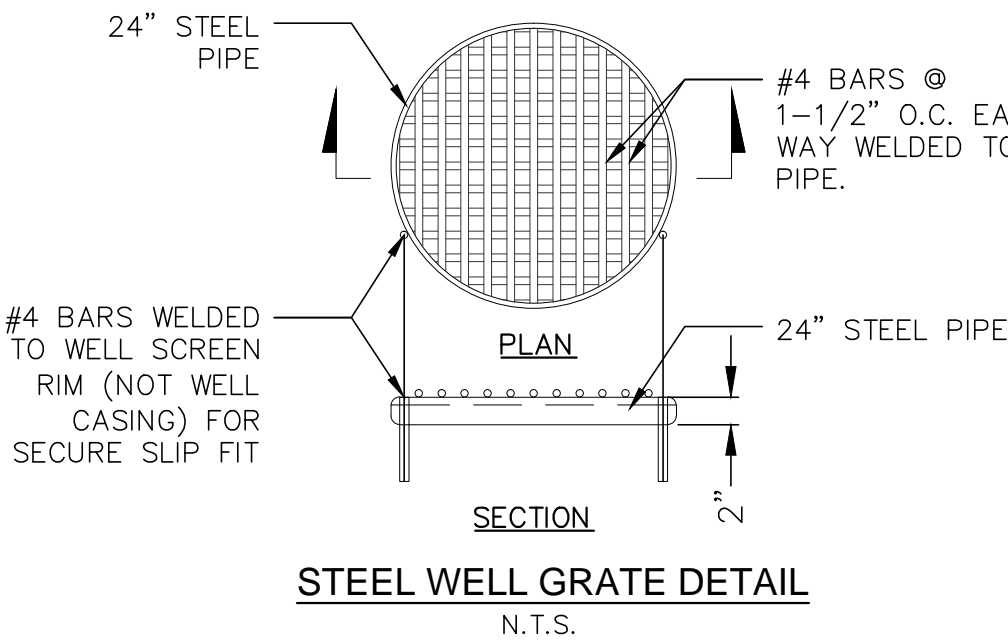
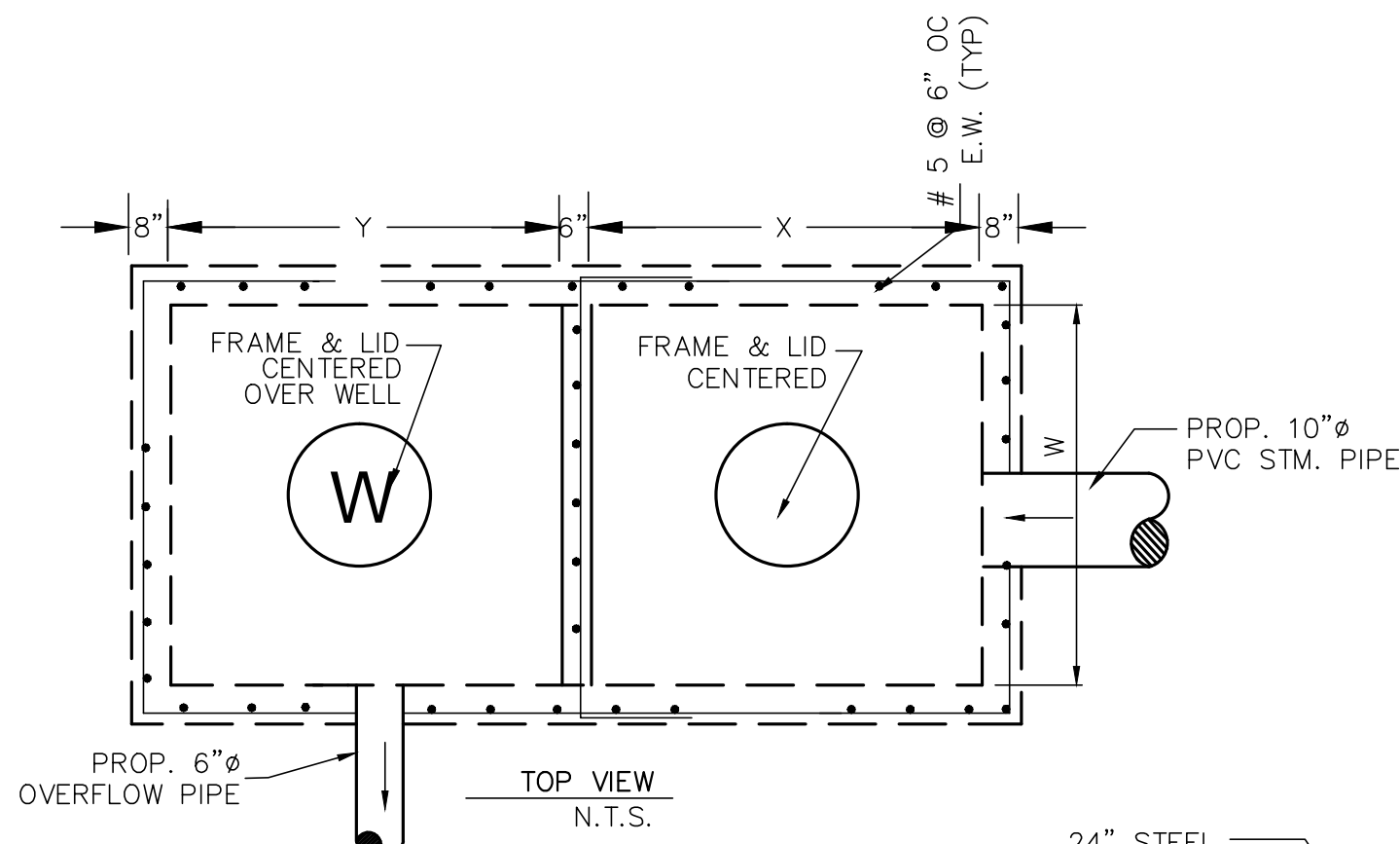
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WATER AND SEWER PLAN

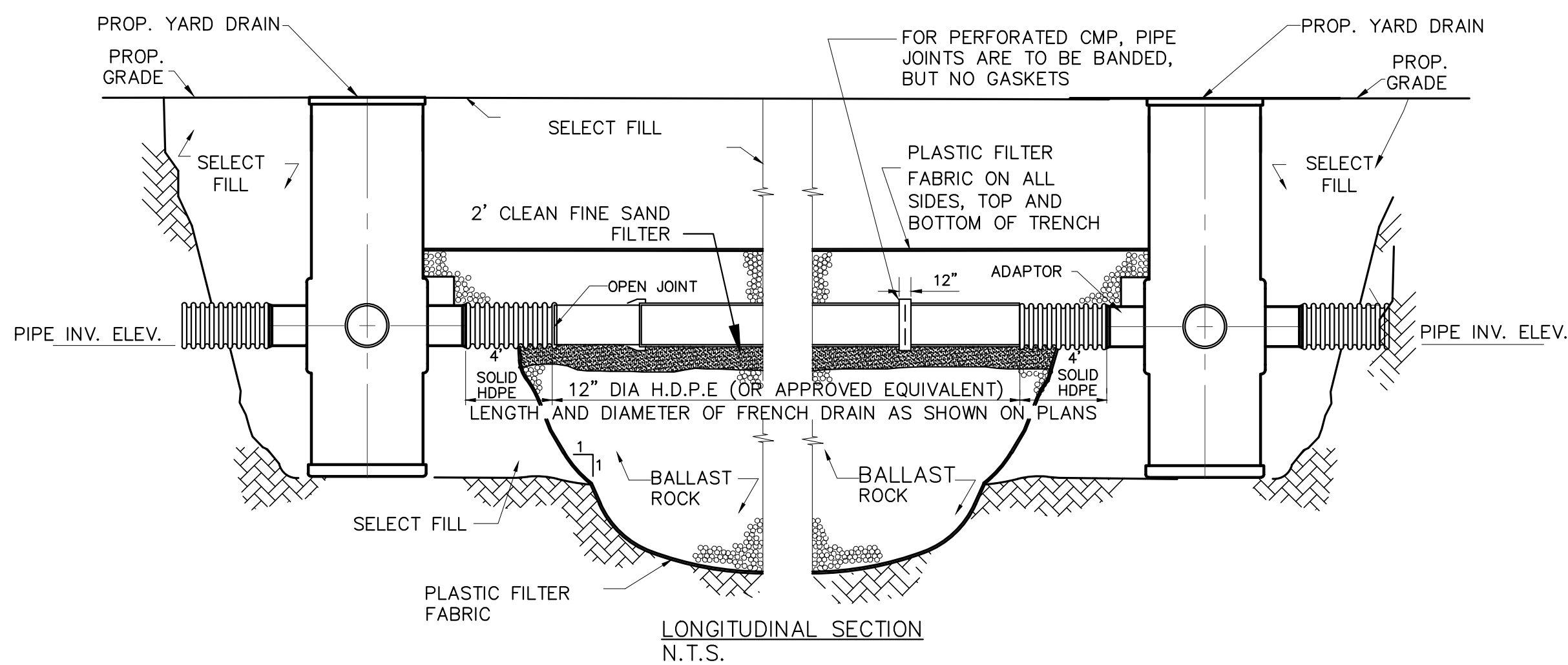
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Scale:	C300
Project: 2229	





NOTES FOR DRAINAGE WELL :

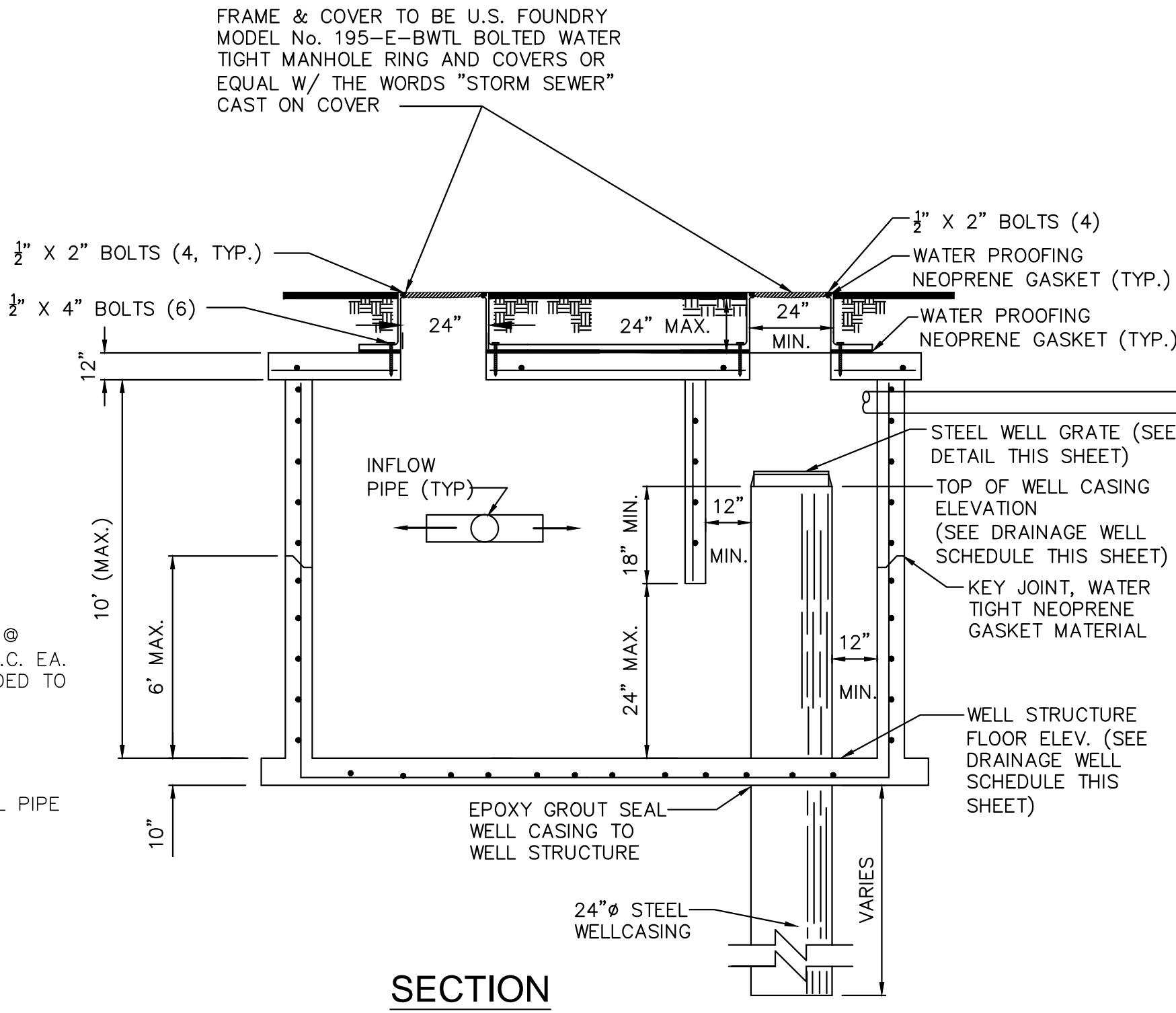
1. INJECTION WELL SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDEP CHAPTER 52.528 UNDERGROUND INJECTION CONTROL PROGRAM RULES, AND MUST PROVIDE THE OPTIMUM RECHARGE FLOW RATE INTO THE "G-III AQUIFER". FDEP CHAPTER 520.410 DEFINES THE G-III AQUIFER AS "NON-POTABLE WATER UNCONFINED AQUIFER WITH A DISSOLVED SOLID CONTENT EQUAL TO OR GREATER THAN 10,000 MG/L; ...".
2. BOTTOM OF WELL CASING SHALL BE PLACED NO SHALLOWER THAN THE 10,000 MG/L INTERFACE. CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD IF THE FIELD CONDITIONS LOCATES THE 10,000 MG/L INTERFACE TO BE SHALLOWER OR DEEPER THAN THE LIMITS SET HEREIN. THE OPEN HOLE AREA OF THE WELL SHALL BE PLACED TO PROVIDE THE OPTIMUM FLOW THROUGH THE AQUIFER.
3. UPON COMPLETION OF THE INSTALLATION OF THE FIRST INJECTION WELL, THE CONTRACTOR SHALL PERFORM A RECHARGE CAPACITY FLOW TEST AND PROVIDE THE RESULTS OF SUCH FLOW TEST TO THE ENGINEER OF RECORD FOR REVIEW, PRIOR TO THE INSTALLATION OF ANY MORE WELLS. IF THE FIELD CONDITIONS DIFFER, AND THE REQUIRED WELL RECHARGE RATE OF 450 GPM/FT OF HEAD CANNOT BE ACHIEVED, THE CONTRACTOR WOULD BE REQUIRED TO PROVIDE A PLAN OF ACTION TO REMEDY THE DEFICIENT CAPACITY.
4. STEEL WELL GRATE TO BE INSTALLED OVER 24" DEEP WELL. STEEL GRATE TO BE HOT DIPPED GALVANIZED AFTER FABRICATION. COST TO BE INCLUDED IN THE PRICE OF CASING.



NOTE:

AFTER THE BALLAST ROCK HAS BEEN PLACED TO THE PROPER ELEVATION IT SHALL BE CAREFULLY WASHED DOWN WITH CLEAN WATER TO ALLOW FOR INITIAL SETTLEMENT THAT MAY OCCUR. IF SETTLEMENT DOES TAKE PLACE, ADDITIONAL BALLAST ROCK WILL BE ADDED TO RESTORE THE PROPER ELEVATION SO THAT THE EXFILTRATION TRENCH IS COMPLETED IN ACCORDANCE WITH THE DETAILS.

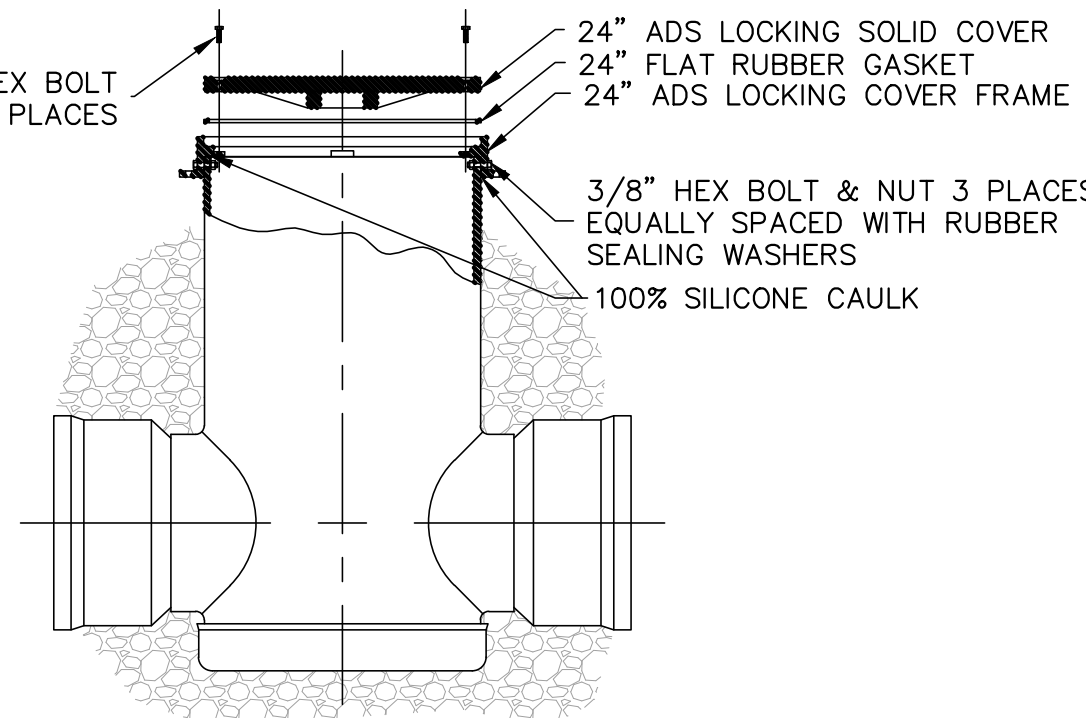
TYPICAL CATCH BASIN AND EXFILTRATION TRENCH DETAIL W/ 2' CLEAN FINE SAND FILTER



STORM DRAINAGE DISPOSAL WELL

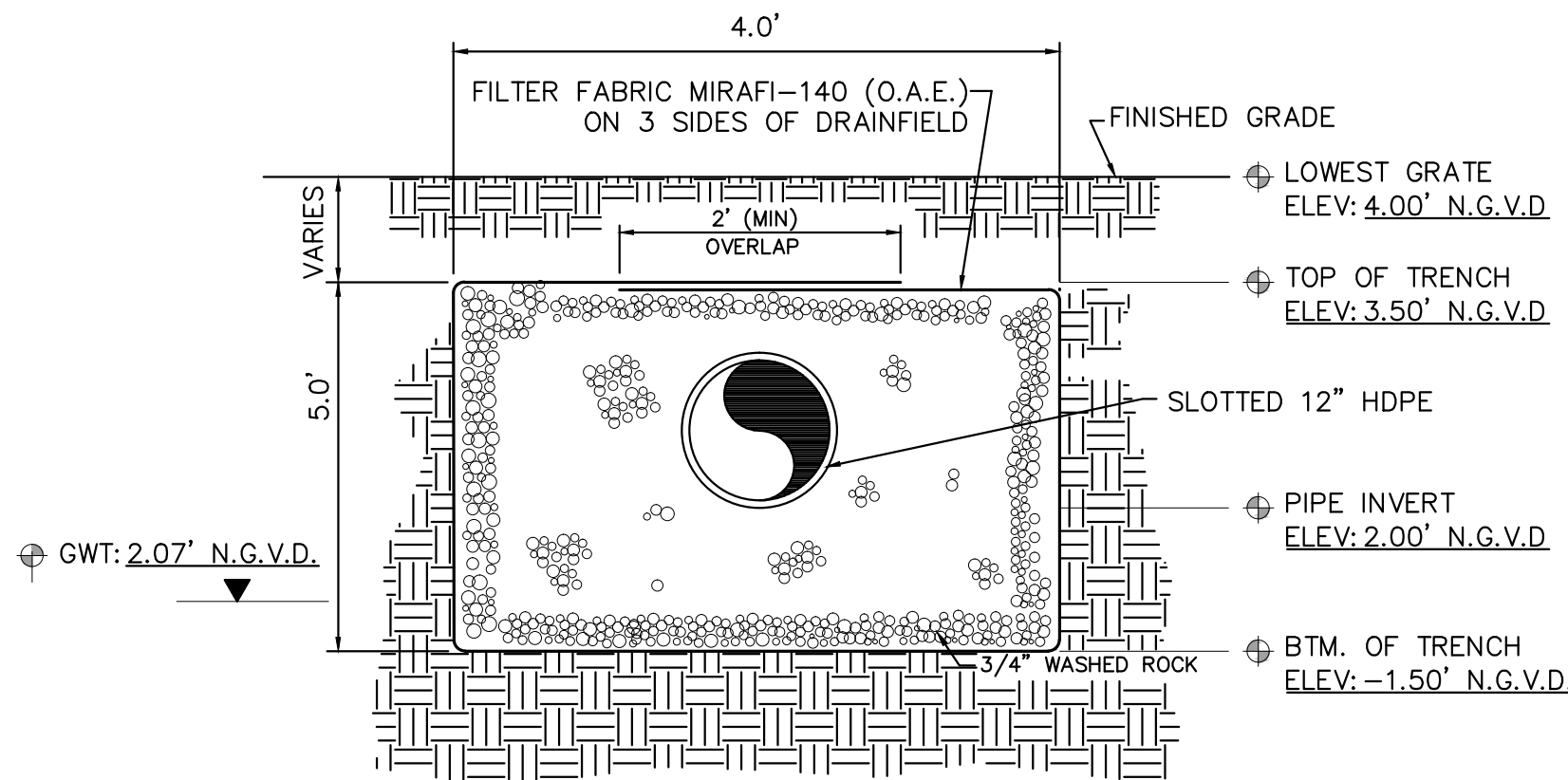
N.T.S.

DRAINAGE WELL SCHEDULE											
STRUCT. NO.	FRAME & LID	W	X	Y	INVERT			M.H. RIM ELEVATION	WELL CASING ELEVATION	STRUCTURE FLOOR ELEVATION	REMARKS
					E	N	S				
DW-1	USF E-BWTL	5.0'	5.0'	5.0'	2.10'			2.30'	4.30'	2.20'	-1.30'



FRAME ATTACHMENT TO DRAINAGE BASIN DETAIL

N.T.S.



EXFILTRATION TRENCH FOR 12" SLOTTED HDPE

N.T.S.

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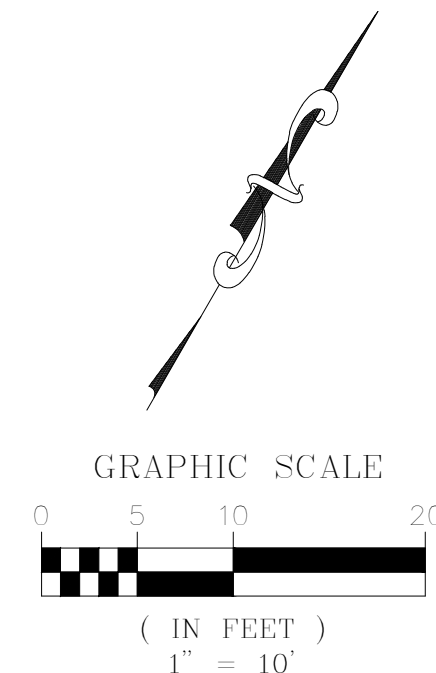
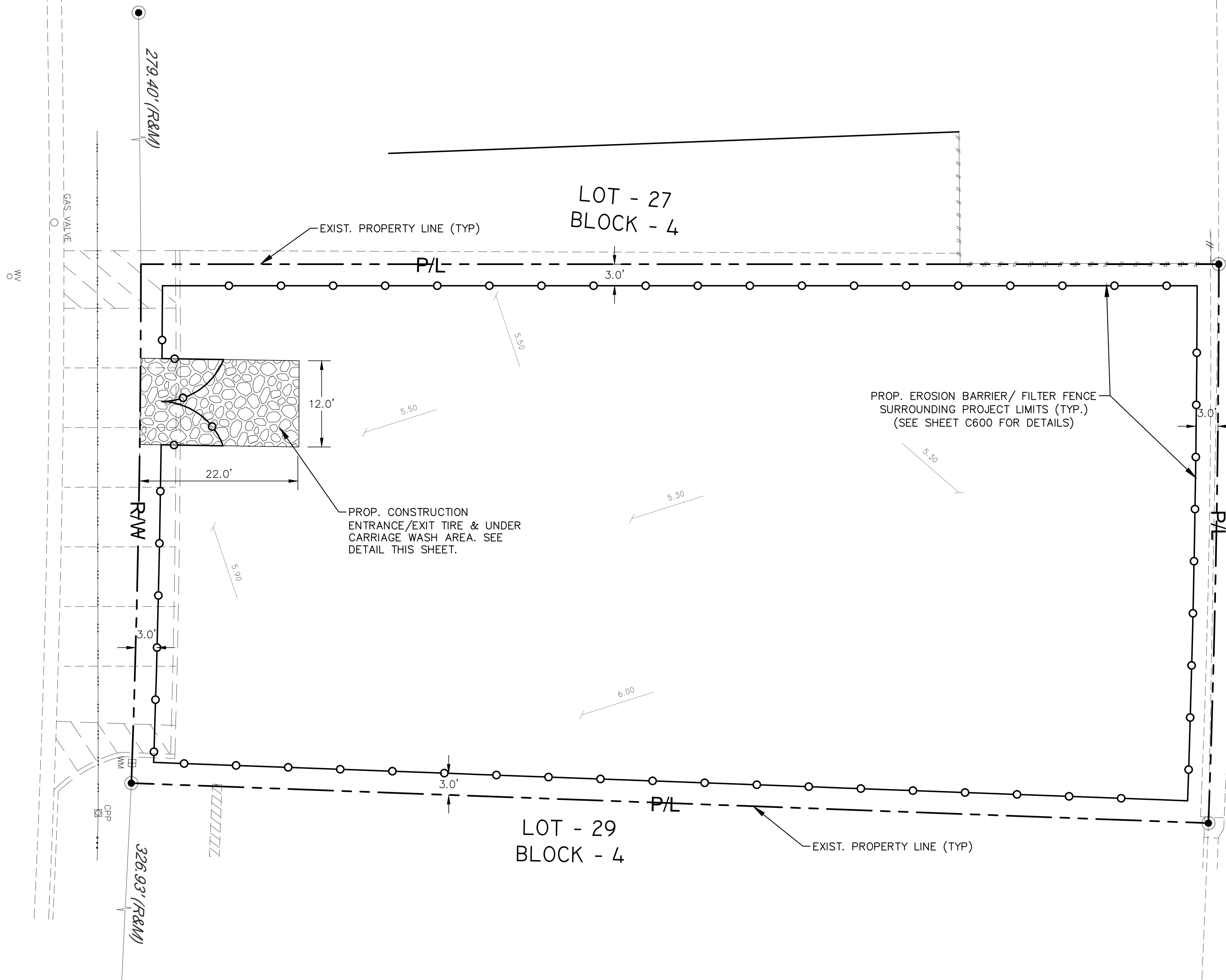
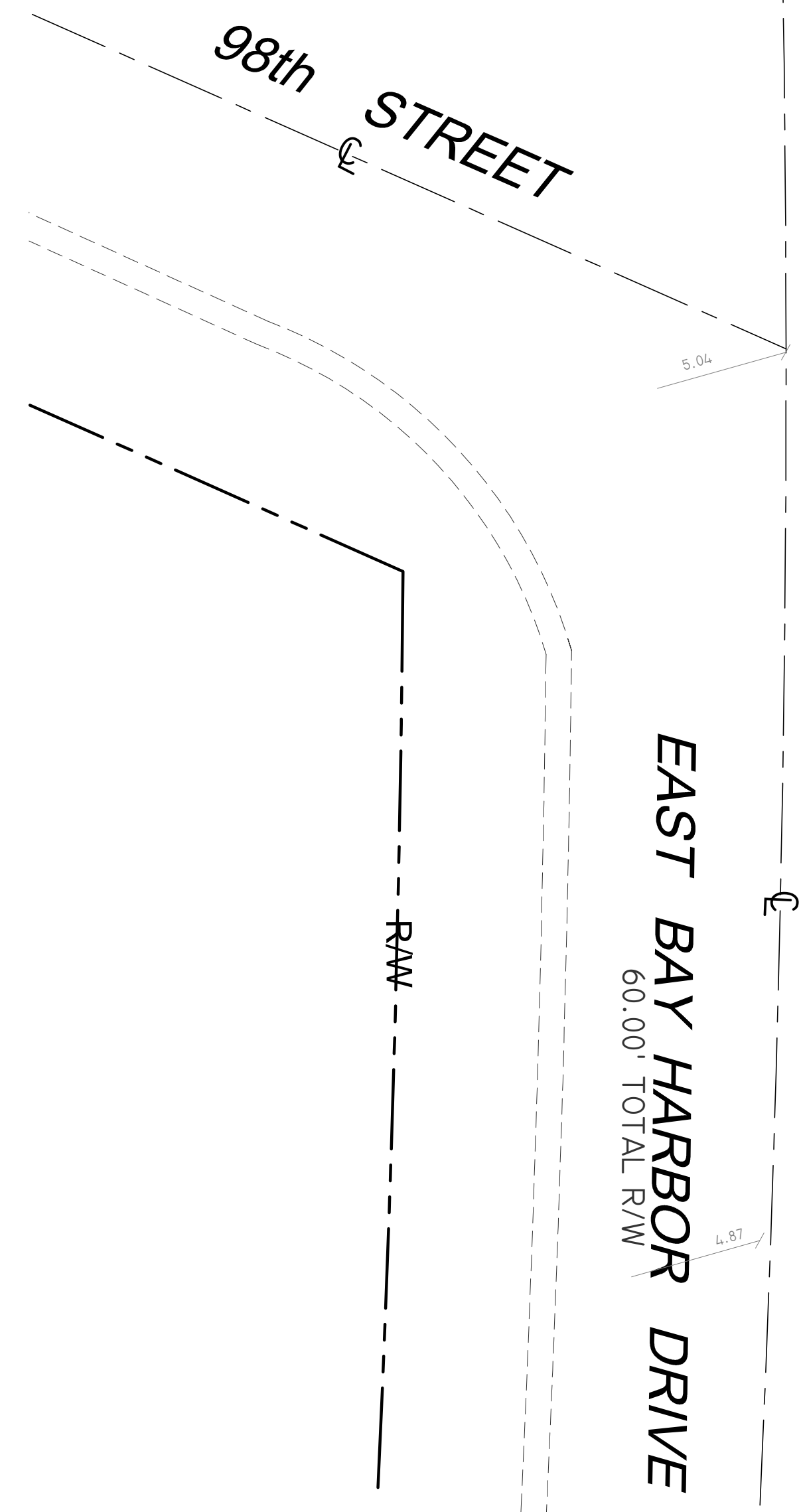
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DRAINAGE DETAILS

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Scale:			
Project:	2229		

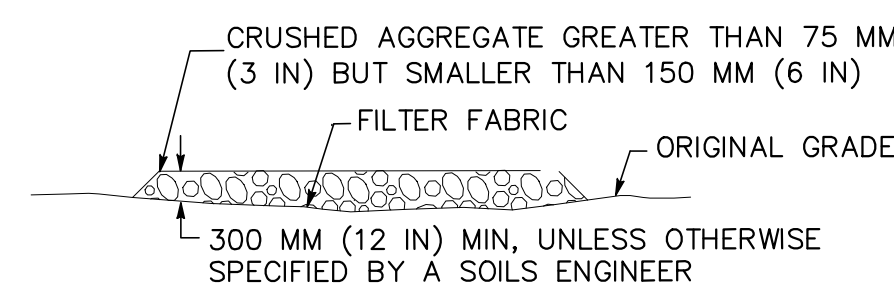
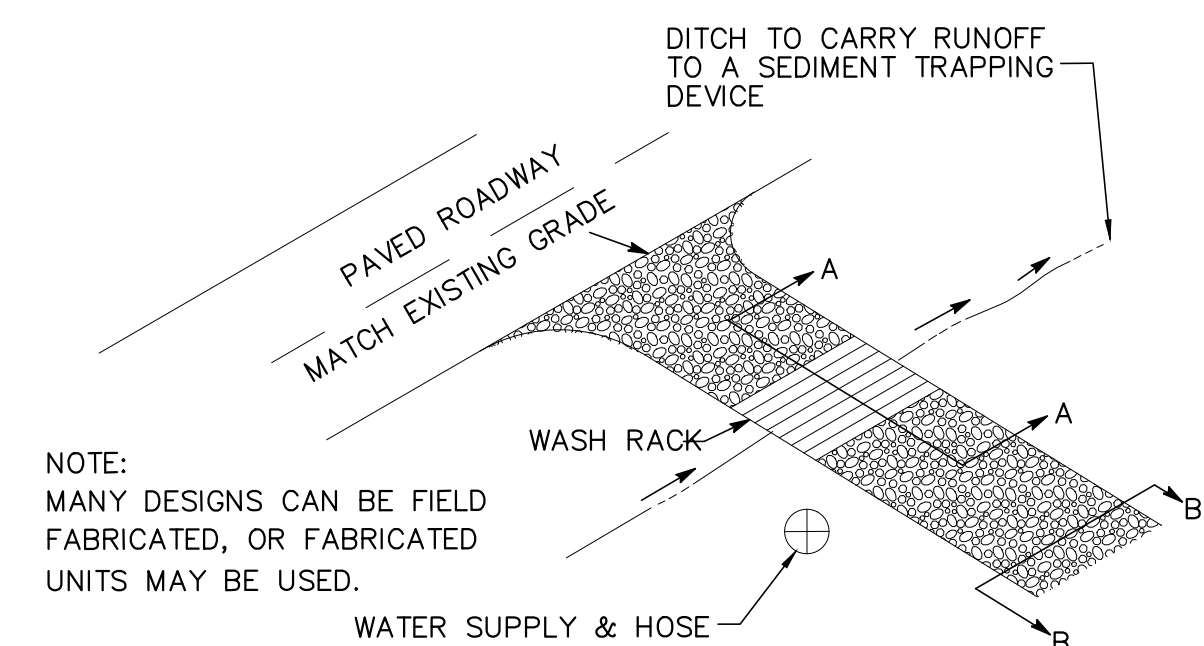




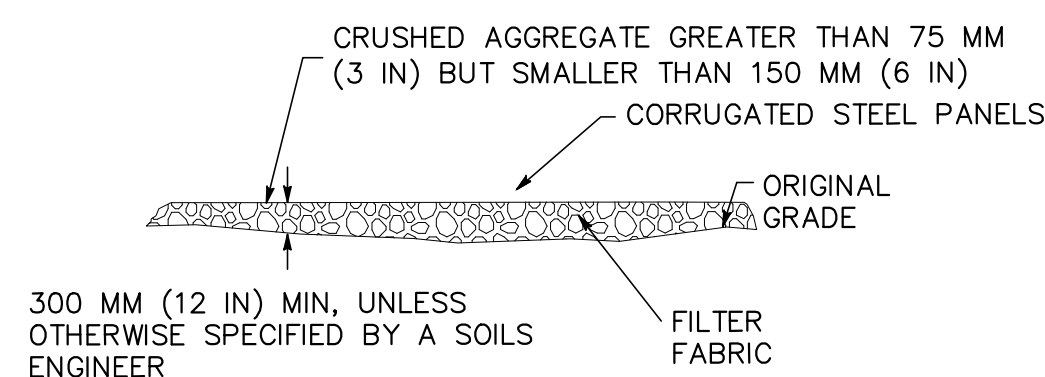
- LEGEND:**
- R/W LINE / PROPERTY LINE
 - CENTER LINE
 - EXISTING CURBING
 - EXISTING ELEVATIONS (NGVD)
 - PROP. EROSION BARRIER

NOTES:

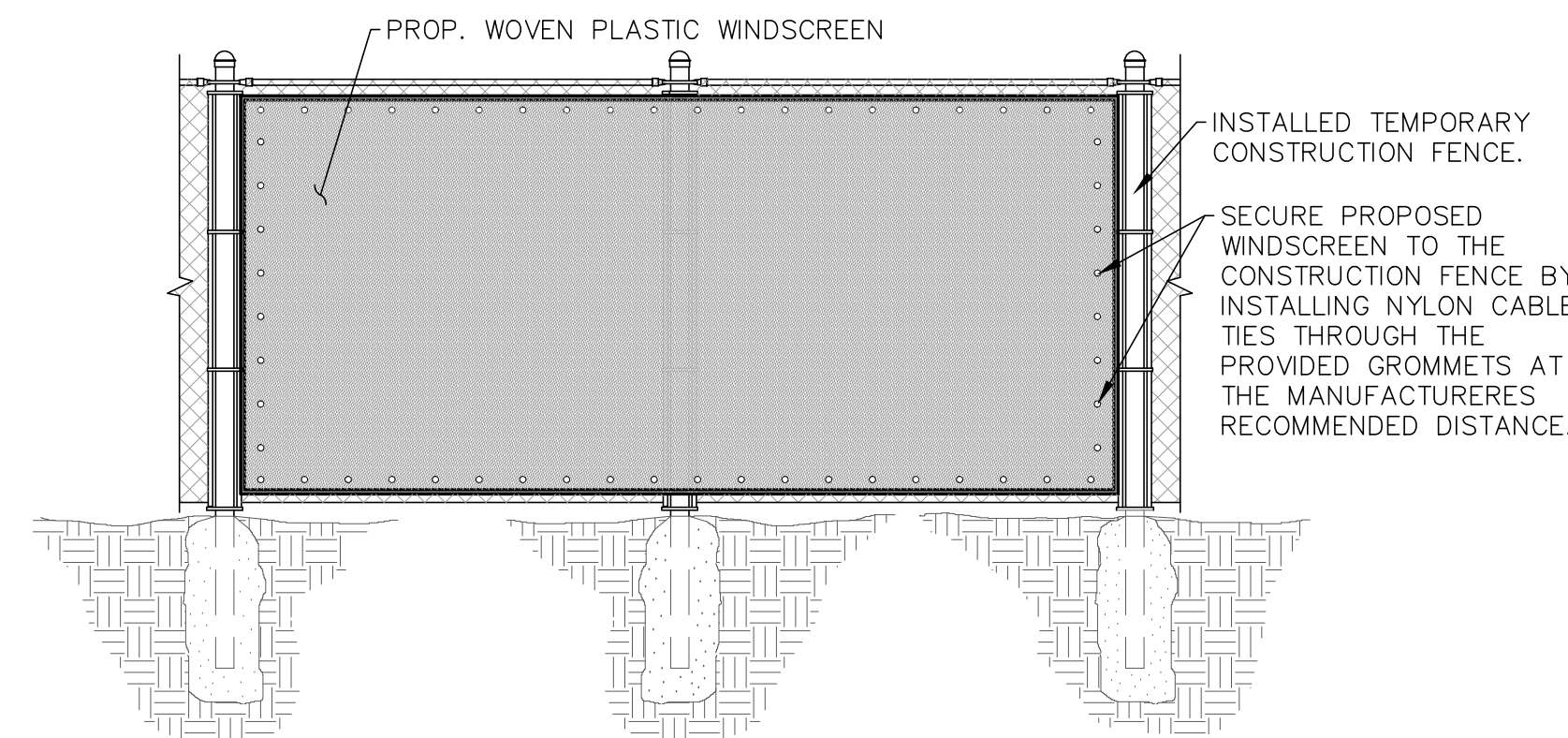
- CONTRACTOR SHALL INSTALL GEOTEXTILE FABRIC IN EACH CATCH BASIN, FLOOR DRAIN OR TRENCH DRAINS IN THE EFFORTS TO PROTECT THE PROPOSED STORM WATER MANAGEMENT SYSTEM FROM DEBRIS AND SEDIMENTATION.
- IN ACCORDANCE TO FDEP NPDES PERMIT REQUIREMENTS, EROSION CONTROL DEVICES SHALL BE INSPECTED DAILY AND REPLACED AS NEEDED.



TYPICAL TIRE WASH
NOT TO SCALE



SECTION A-A
NOT TO SCALE



WINDSCREEN DETAIL
N.T.S.

NOTES:

- REGULAR MAINTENANCE SHALL BE EXECUTED IN ACCORDANCE TO THE MANUFACTURER'S RECOMMENDATIONS TO ENSURE THE WINDSCREEN DOES NOT TEAR OR DETACH FROM THE FENCE.



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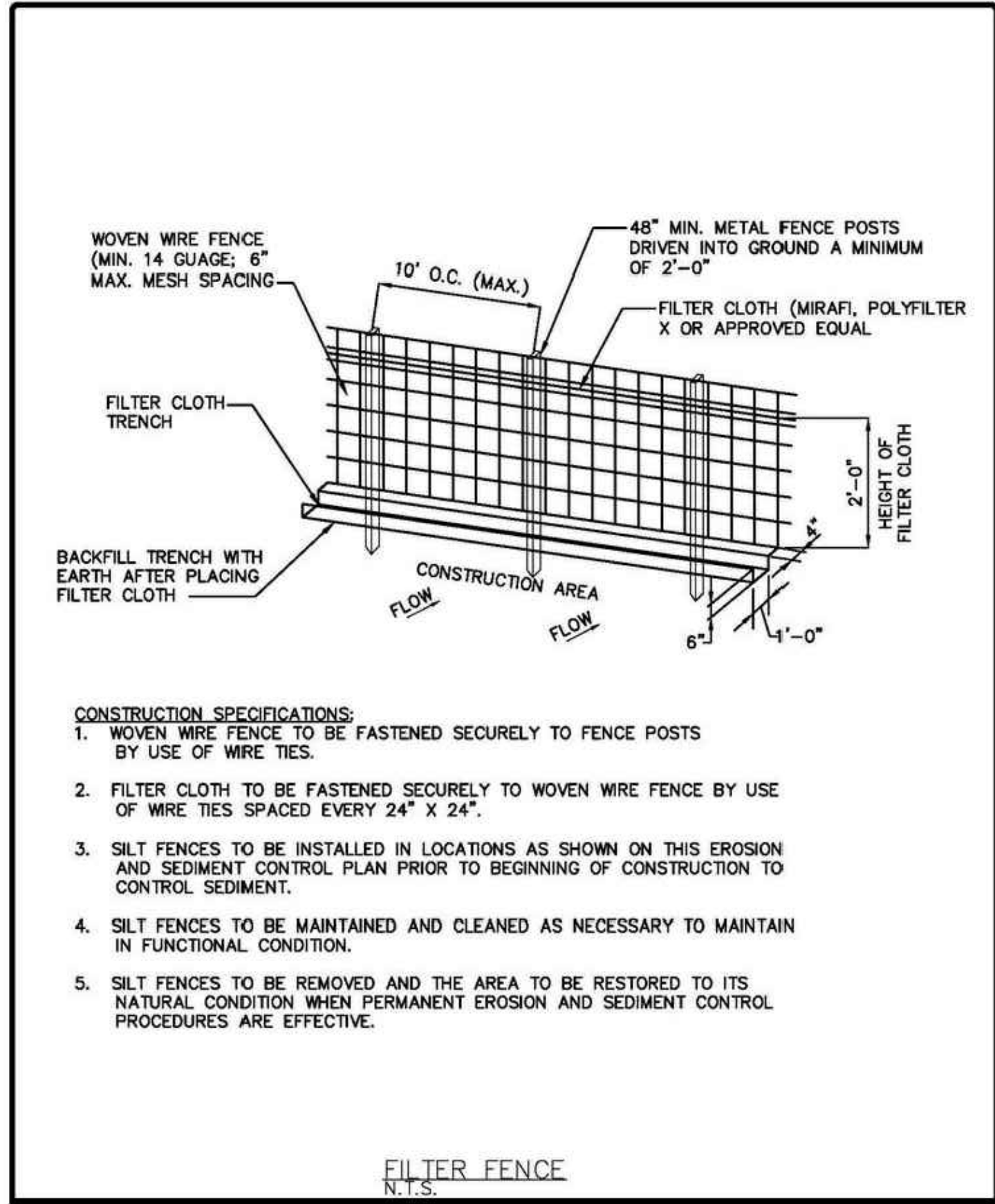
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**SEDIMENTATION AND EROSION
CONTROL PLAN**

Date: 06-14-2022	Sheet No. C500
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Project: 2229	

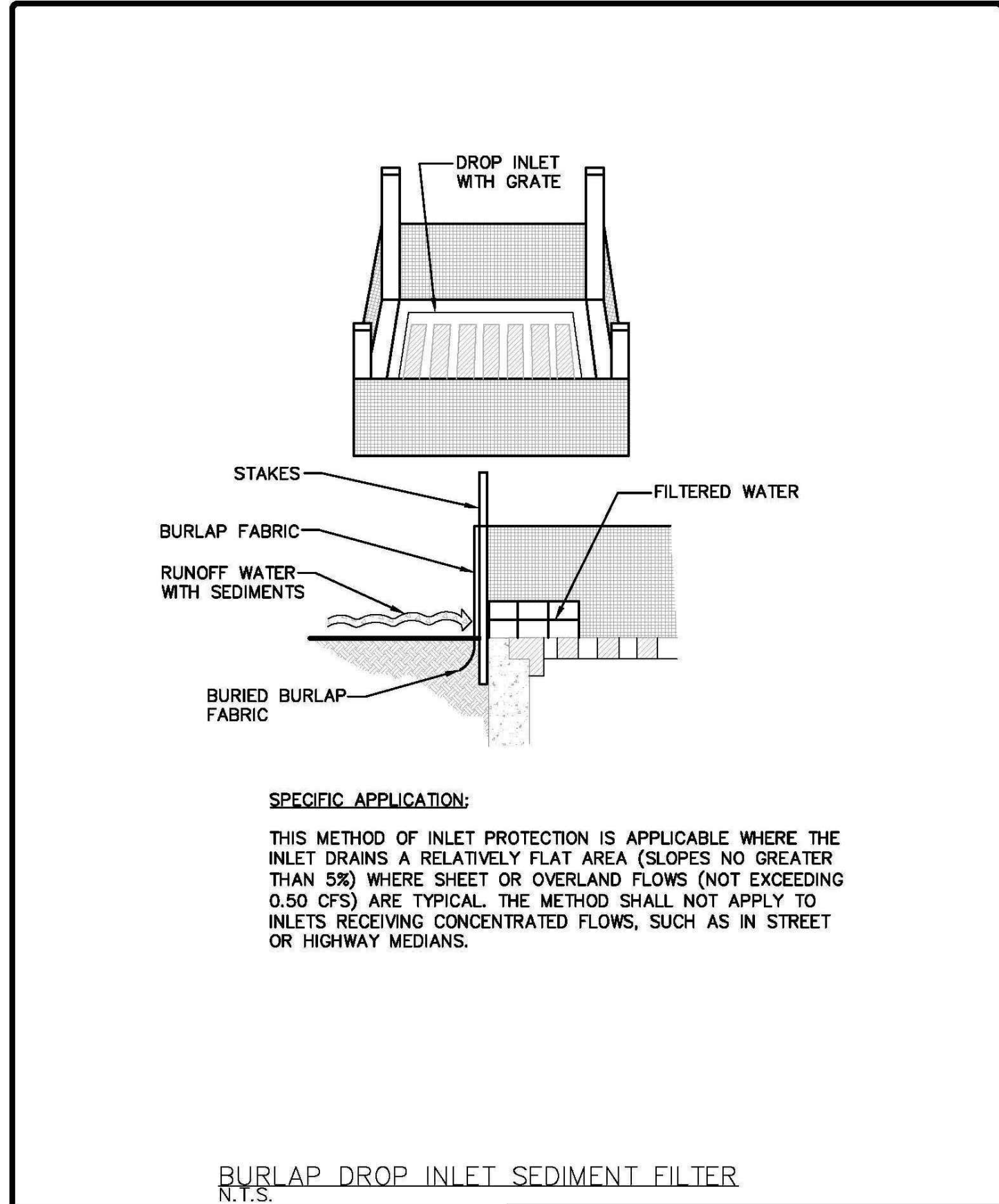


EROSION AND SEDIMENT CONTROL GENERAL NOTE:

THE FOLLOWING ARE BEST MANAGEMENT PRACTICES (BMP'S) DETAILS AND SPECIFICATIONS. IN ADDITION TO THE STANDARDS PER FDOT INDEX 100, 101, 102, 103, AND 104, AS WELL AS PER FLORIDA'S EROSION AND SEDIMENT CONTROL MANUAL, AND ARE ONLY A SUGGESTED APPROACH DEVELOPED FOR USE BY THE OWNER/CONTRACTOR TO ASSIST THEM IN IMPLEMENTING APPROPRIATE POLLUTION PREVENTION TECHNIQUES TO COMPLY WITH FLORIDA NPDES STORM WATER CONSTRUCTION ACTIVITY, AS ESTABLISHED BY FDEP.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE AND IMPLEMENT THE BEST MANAGEMENT PRACTICE THAT ARE APPROPRIATE FOR THE PROJECT'S SITE SPECIFIC CONDITIONS DURING THE LIFE OF THE CONSTRUCTION ACTIVITIES.

EROSION AND SEDIMENT CONTROL GENERAL NOTE
N.T.S.



1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING SILT FROM SITE IF NOT REUSABLE ON-SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
 2. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
 3. ADDITIONAL PROTECTION - ON-SITE PROTECTION MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNFORSEEN CONDITIONS OR ACCIDENTS.
 4. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
 5. WIRE MESH SHALL BE LAID OVER THE TOP DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM OF 1 FOOT BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/8-INCH OPENING SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED.
 6. FDOT NO. 1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED ON DETAIL. THE DEPTH OF STONE SHALL BE AT LEAST 12 INCHES OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 18 INCHES ON ALL SIDES.
 7. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONE MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.
 8. BALE SHALL BE EITHER WIRE-BOUND OR STRING-TIED WITH THE BINDINGS ORIENTED AROUND THE SIDES RATHER THAN OVER AND UNDER THE BALES.
 9. BALES SHALL BE PLACED LENGTHWISE IN SINGLE ROW SURROUNDING THE INLET, WITH THE ENDS OF ADJACENT BALES PRESSED TOGETHER.
 10. THE FILTER BARRIER SHALL BE ENTRENCHED AND BACKFILLED. A TRENCH SHALL BE EXCAVATED AROUND THE INLET AND WIDTH OF A BALE TO A MINIMUM DEPTH OF FOUR INCHES. AFTER THE BALES ARE STACKED, THE EXCAVATED SOIL SHALL BE BACKFILLED AND COMPACTED AGAINST THE FILTER BARRIER.
 11. EACH BALE SHALL BE SECURELY ANCHORED AND HELD IN PLACE BY AT LEAST TWO STAKES OR REBARS DRIVEN THROUGH THE BALE.
 12. LOOSE STRAW SHOULD BE WEDGED BETWEEN BALE STO PREVENT WATER FROM ENTERING BETWEEN BALES.
- EROSION AND SEDIMENT CONTROL NOTES**
N.T.S.

13. HAYBALE BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEASE DAILY DURING PROLONGED RAINFALL.
 14. CLOSE ATTENTION SHALL BE PAID TO THE REPAIR OF DAMAGED BALES, END RUNS AND UNDERCUTTING BENEATH BALES.
 15. NECESSARY REPAIRS TO BARRIERS OR REPLACEMENT OF BALES SHALL BE ACCOMPLISHED PROMPTLY.
 16. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL. THEY MUST BE REMOVED WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-HALF THE HEIGHT OF THE BARRIER.
 17. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE HAYBALE BARRIER IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SEEDED.
 18. SILT FENCES AND FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEASE DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
 19. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER IS STILL NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
 20. THE STRUCTURE SHALL BE INSPECTED AFTER EACH RAIN AND REPAIRS MADE AS NEEDED.
 21. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED TO ONE-HALF THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA AND IN SUCH A MANNER THAT IT WILL NOT ERODE.
 22. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS, SPECIFICATIONS AND APPLICABLE WATER MANAGEMENT DISTRICT PERMIT(S) FOR THIS PROJECT.
 23. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL - A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (FDER), CHAPTER 6.
 24. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.
- EROSION AND SEDIMENT CONTROL NOTES**
N.T.S.

25. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED, MULCHED AND MAINTAINED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED.
 26. SOD SHALL BE PLACED IN AREAS WHICH MAY REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITY STANDARDS ARE MAINTAINED.
 27. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO THE OUTFALL IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALL.
 28. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE APPLICABLE WATER MANAGEMENT DISTRICT.
 29. ALL DISTURBED AREAS TO BE STABILIZED THROUGH COMPACTION, SILT SCREENS, HAYBALES AND GRASSING. ALL FILL SLOPES 3:1 OR STEEPER TO RECEIVE STAKED SOLID SOD.
 30. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL TO REMAIN IN PLACE AFTER COMPLETION OF CONSTRUCTION AND BE REMOVED ONLY WHEN AREAS HAVE BEEN STABILIZED.
 31. THIS PLAN INDICATES THE MINIMUM EROSION AND SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR MEETING ALL APPLICABLE RULES, REGULATIONS AND WATER QUALITY GUIDELINES AND MAY NEED TO INSTALL ADDITIONAL CONTROLS.
 32. ALL EXCAVATIONS AND EARTHWORK SHALL BE DONE IN A MANNER TO MINIMIZE WATER TURBIDITY AND POLLUTION. DISCHARGE SHALL BE CONTROLLED AND REROUTED THROUGH HAY FILTERS, SILTATION DIAPERS AND SUMPS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PREVENTION, CORRECTION, CONTROL AND ABATEMENT OF EROSION AND WATER POLLUTION IN ACCORDANCE WITH CHAPTER 62-302, FLORIDA ADMINISTRATIVE CODE.
 33. THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL OF ANY SEDIMENT THAT LEAVES THE SITE AND CHANGES ANY DOWNSTREAM CONDITIONS BY RAISING CHANNEL BOTTOMS AND/OR CLOGGING OUTFALL CULVERTS.
 34. THE CONTRACTOR SHALL PAY FOR ANY WATER QUALITY CONTROL VIOLATIONS FROM ANY AGENCY THAT RESULTS IN FINES BEING ASSESSED TO THE OWNER BECAUSE OF THE CONTRACTOR'S FAILURE TO ELIMINATE TURBID RUNOFF FROM LEAVING THE SITE AND RAISING BACKGROUND LEVELS ABOVE EXISTING BACKGROUND LEVEL.
 35. A MINIMUM OF ONE OF THE EROSION CONTROL MEASURE OPTIONS SHOWN FOR ALL DROP INLETS WILL BE USED BY THE CONTRACTOR.
 36. FLOATING TURBIDITY BARRIERS WILL BE PLACED AT ALL OUTFALL LOCATIONS. IF SEAGRASSES ARE PRESENT BARRIERS WILL NOT BE PLACED OVER THEM. THE FLOATING TURBIDITY BARRIERS SHALL BE INSTALLED IN A MANNER TO PREVENT MANATEE ENTANGLEMENT.
 37. SILT FENCES OR HAYBALES WILL BE USED ALONG BOTH SIDES OF LIMITS OF CONSTRUCTION TO MINIMIZE OFFSITE SILTATION MIGRATION.
- EROSION AND SEDIMENT CONTROL NOTES**
N.T.S.

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Tel: 305.573.1818
Fax: 305.573.3766



SEDIMENTATION & EROSION CONTROL NOTES

Date:	06-14-2022	Sheet No.
Scale:		C600
Project:	2229	



98th STREET

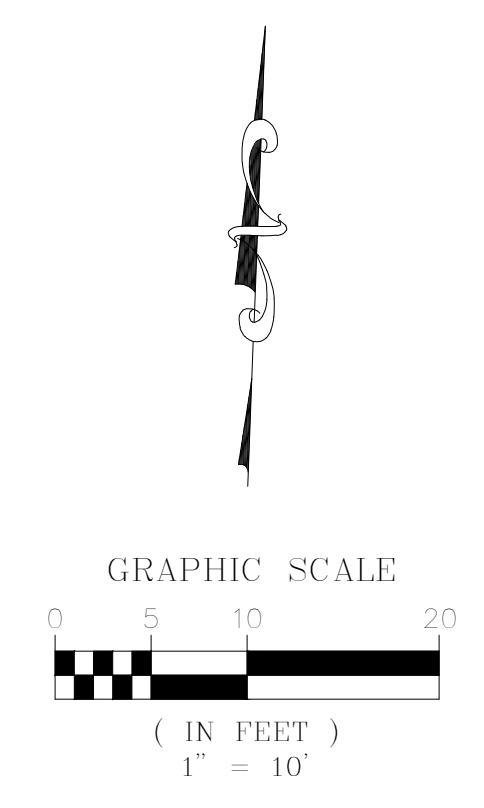
EAST BAY HARBOR DRIVE
60.00' TOTAL R/W

LOT - 27
BLOCK - 4

PROP. 8 STORY
RESIDENTIAL BUILDING
F.F.E.=5.50' NGVD

LOT - 29
BLOCK - 4

- LEGEND:**
- R/W LINE / PROPERTY LINE
 - CENTER LINE
 - EXISTING CURBING
 - EXISTING ELEVATIONS (NGVD)
 - PROP. LANDSCAPE AREA.
REFER TO LA PLANS FOR
DETAILS.
 - PROP. WATER FEATURE (SEE
ARCH. PLANS FOR DETAILS)
 - PROP. DRIVEWAY



Rev.	Date	Rev.	Date
1	CITY COMMENTS 8/15/22	9	
2		10	
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9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

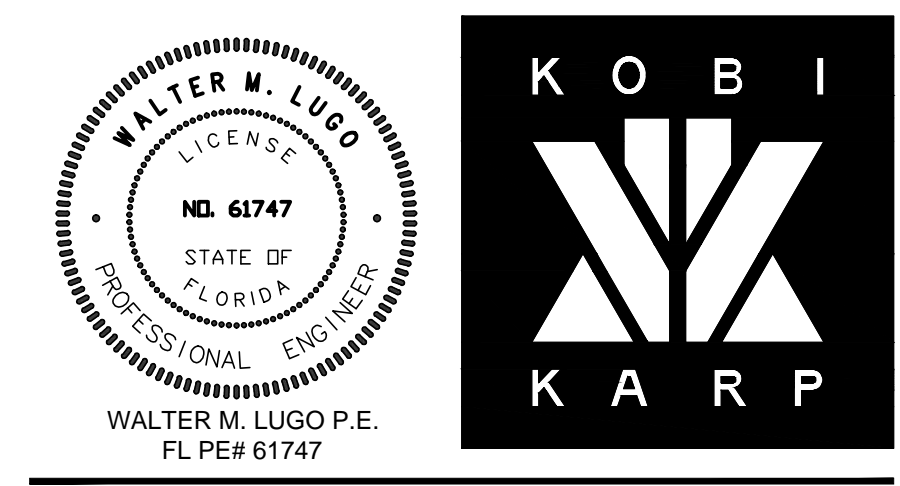
OWNER:
Name: REGENCY DEVELOPMENT GROUP LLC
Address: 425 HUEHL ROAD, SUITE 4B
NORTHBROOK, IL 60062
Tel: 847-436-7777
Email: alextrojanovsky@yahoo.com

LANDSCAPE DESIGN:
Name:
Address:
Tel:
Email:

CIVIL ENGINEER:
Name:
Address:
Tel:
Email:

MEP ENGINEER:
Name:
Address:
Tel:
Email:

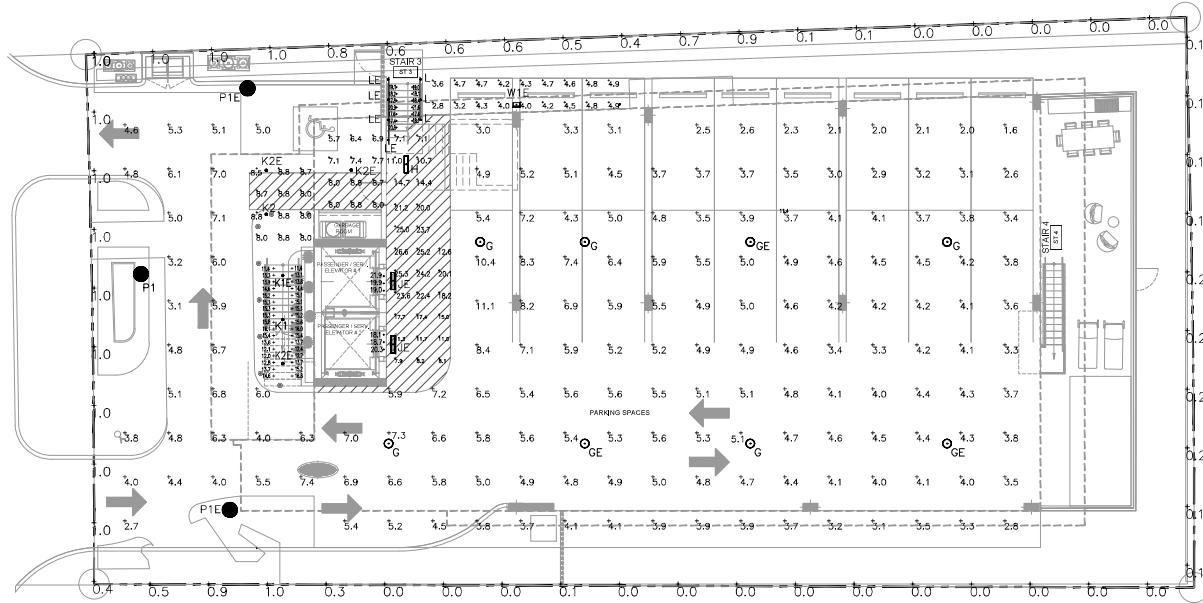
ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305.573.1818
Fax: 305.573.3766



Sunshine811
Call 811 or visit sunshine811.com two full business days before digging to have buried facilities located and marked. Check positive response codes before you dig!

OCEAN ENGINEERING
CIVIL ENGINEERING CONSULTANTS
8101 BISCAYNE BLVD UNIT 502, MIAMI FL 33156
Phone: 786-293-5322 (Ext.) 786-456-0288 (Office)
Email: wlp@oceanengineering.com

SIGNANCE AND STRIPING PLAN		Sheet No.
Date:	06-14-2022	C700
Scale:		
Project:	2229	



1 LEVEL 1-PHOTOMETRIC PLAN
SCALE=1/8"=1'-0"

SYMBOL	QTY	LABEL	ARRANGEMENT	MANUFACTURER	CATALOG NUMBER	MOUNTING	EMERGENCY	LLF	LUMINAIRE LUMENS	LUMINAIRE WATTS
	5	G	Single	Lithonia Lighting	VCPG LED P1 30K TSW MVOLT	SURFACE	N/A	0.900	3592	26.57
	3	GE	Single	Lithonia Lighting	VCPG LED P1 30K TSW MVOLT	SURFACE	GENERATOR	0.900	3592	26.57
	1	H	Single	Lithonia Lighting	FEM L24 2000LM LPAFL WD 80CRI 30K	SURFACE	N/A	0.760	1979	13.36
	2	JE	Single	Lithonia Lighting	FEM L24 6000LM LPAFL WD 80CRI 40K	WALL	GENERATOR	0.760	5702	39.23
	1	K1	Single	BEGA-US	24 404 K3	SURFACE	GENERATOR	0.900	918	12
	1	K1E	Single	BEGA-US	24 404 K3	SURFACE	GENERATOR	0.900	918	12
	1	K2	Single	BEGA-US	24 409 K3	SURFACE	N/A	0.900	901	12
	3	K2E	Single	BEGA-US	24 409 K3	SURFACE	GENERATOR	0.900	901	12
	3	L	Single	ALPHABET LIGHTING	750S 30K VA ASYMMETRIC 75DEG	HANDRAIL	N/A	0.860	168	1
	4	LE	Single	ALPHABET LIGHTING	750S 30K VA ASYMMETRIC 75DEG	HANDRAIL	GENERATOR	0.860	168	1
	1	P1	Single	SUN VALLEY LIGHTING	VPK2-R-VLED-III-48LED-350mA-30K-HS	POLE MOUNTED: 10' A.F.F.	N/A	0.900	3774	52
	2	P1E	Single	SUN VALLEY LIGHTING	VPK2-R-VLED-III-48LED-350mA-30K-HS	POLE MOUNTED: 10' A.F.F.	GENERATOR	0.900	3774	52
	1	W1E	Single	Lithonia Lighting	WDG2 LED P1 30K 80CRI T15	WALL MOUNTED: 8' A.F.F.	GENERATOR	0.900	1157	11.17

LABEL	CALC TYPE	UNITS	AVG	MAX	MIN	AVG/MIN	MAX/MIN
ELEV 1 PIT_Floor	Illuminance	Fc	24.37	44.9	16.4	1.49	2.74
ELEV 2 PIT_Floor	Illuminance	Fc	24.67	45.6	16.8	1.47	2.71
ELEV AREA	Illuminance	Fc	18.02	26.6	7.9	2.28	3.37
ELEV THRESHOLDS	Illuminance	Fc	19.65	21.9	18.1	1.09	1.21
PARKING & DRIVE	Illuminance	Fc	4.73	11.1	1.6	2.96	6.94
SPILL	Illuminance	Fc	0.71	3.1	0.0	N.A.	N.A.
STORAGE AREA	Illuminance	Fc	7.87	14.7	4.2	1.87	3.50
WALKING AREA	Illuminance	Fc	2.3	4.9	1.8	1.27	2.7
FRONT STAIR	Illuminance	Fc	15.11	22.0	11.4	1.33	1.93
STAR 3	Illuminance	Fc	18.89	25.2	15.1	1.25	1.67



Rev.	Date	Rev.	Date
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9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:
Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLING AVENUE #808
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:
Name: TOPO GRAPHIC LLC
Address: 3688 PACE RIVER DRIVE
PUNTA GORDA, FL 33853
Tel: 888-684-2018

CIVIL ENGINEER:
Name: OCEAN ENGINEERING
Address: 6101 BRISBANE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-419-2008

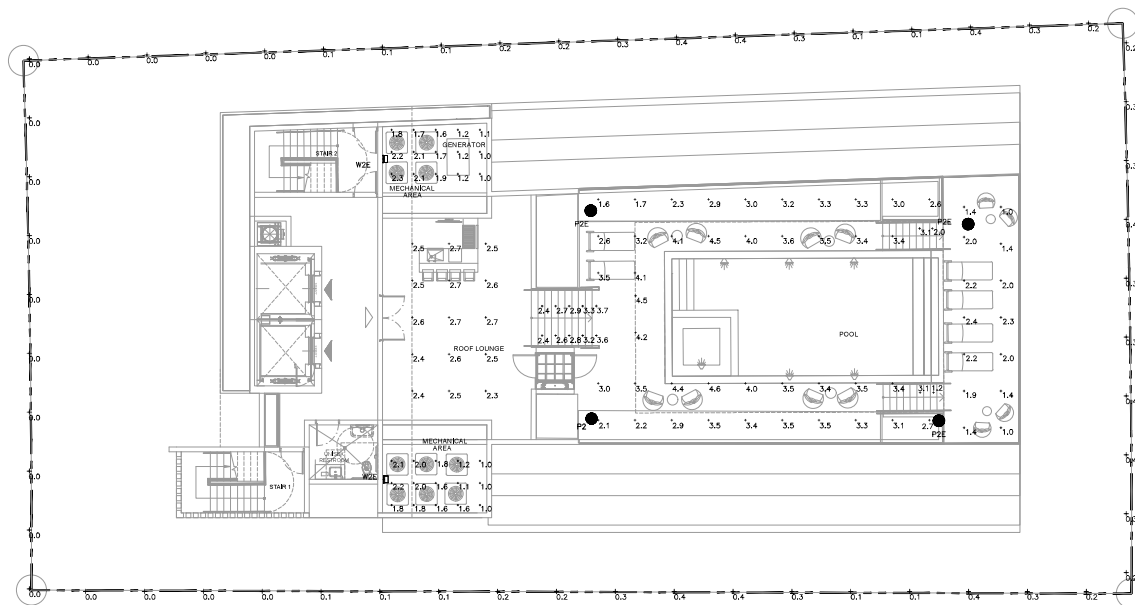
MEP ENGINEER:
Name: REYES-GAVILAN CONSULTING ENGINEERS, INC.
Address: 16252 NW 79TH AVE.
MIAMI, FLORIDA 33166
Tel: 305-638-2644

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
MIAMI, FLORIDA 33137 USA
Tel: 305-573-3768
Fax: 305-573-3766



PHOTOMETRIC PLAN

Date: 07-28-2022	Sheet No. PH-1
Scale: 2229	
Project: 2229	



1 ROOF DECK-PHOTOMETRIC PLAN

SCALE: 1/8"=1'-0"

LUMINAIRE SCHEDULE									
Scene: NORMAL									
SYMBOL	QTY	LABEL	ARRANGEMENT	MANUFACTURER	CATALOG NUMBER	MOUNTING	EMERGENCY	ELF	LUMINAIRE LUMENS
	1	P2	Single	SUN VALLEY LIGHTING	VP2-R-VLED-IV-48LED-350mA-30K-HS	POLE MOUNTED: 10' A.F.F.	N/A	0.900	3675
	3	P2E	Single	SUN VALLEY LIGHTING	VP2-R-VLED-IV-48LED-350mA-30K-HS	POLE MOUNTED: 10' A.F.F.	GENERATOR	0.900	3675
	2	W2E	Single	Uthmaniyah Lighting	WDGE2 LED P0 30K 80CRI T4M	WALL MOUNTED: 8' A.F.F.	GENERATOR	0.900	679
LUMINAIRE WATTS									
									52
									52
									6.89

CALCULATION SUMMARY							
Scene: NORMAL							
LABEL	CALC TYPE	UNITS	AVG	MAX	MIN	AVG/MIN	MAX/MIN
MECH AREA	Illuminance	Fc	1.60	2.3	1.0	1.60	2.30
SPILL	Illuminance	Fc	0.17	0.4	0.0	N/A	N/A
ROOF DECK	Illuminance	Fc	2.82	4.6	1.0	2.82	4.60

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9		9	
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9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:
Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLING AVENUE #808
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:
Name: TOPO GRAPHIC LLC
Address: 3688 PEACE RIVER DRIVE
PUNTA GORDA, FL 33883
Tel: 888-684-5018

CIVIL ENGINEER:
Name: OCEAN ENGINEERING
Address: 6101 BRISCAVIE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-419-2008

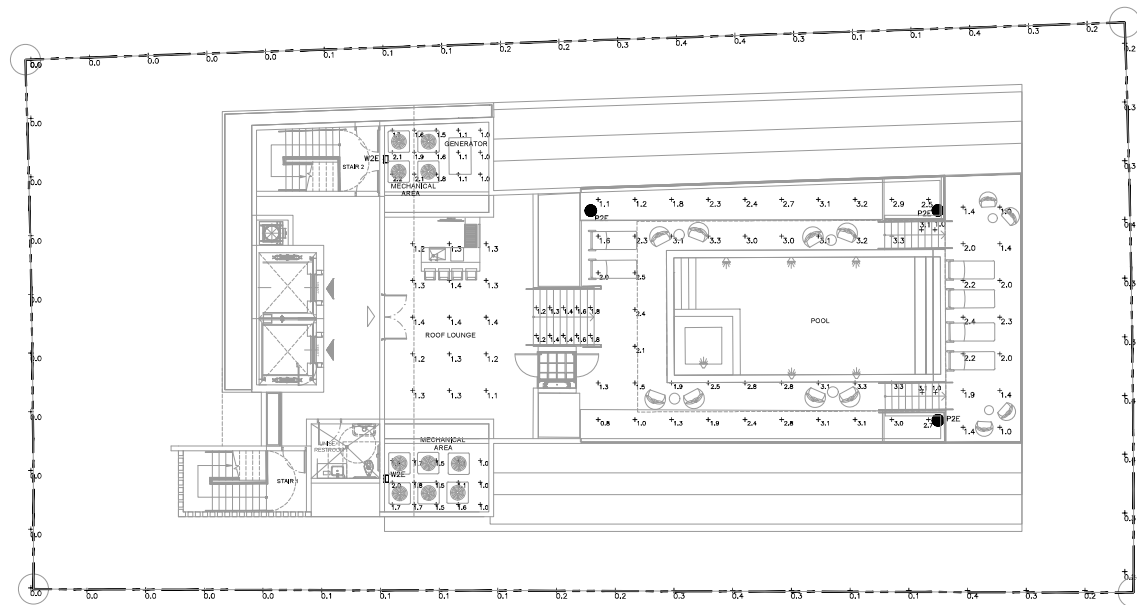
MEP ENGINEER:
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79th AVE.
MIAMI, FLORIDA 33146
Tel: 305-628-2644

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305-573-1618
Fax: 305-573-3766



PHOTOMETRIC PLAN

Date:	07-28-2022	Sheet No.	PH-3
Scale:			
Project:	2229		



1 ROOF DECK-EMERGENCY PHOTOMETRIC PLAN

SCALE:1/8"=1'-0"

LUMINAIRE SCHEDULE									
Scene: EMERGENCY									
SYMBOL	QTY	LABEL	ARRANGEMENT	MANUFACTURER	CATALOG NUMBER	MOUNTING	EMERGENCY	LLF	LUMINAIRE LUMENS
	3	PZE	Single	SUN VALLEY LIGHTING	VPK2-R-VLED-IV-48LED-350ma-30K-HS	POLE MOUNTED: 10' A.F.F.	GENERATOR	0.900	3675
	2	WZE	Single	Lithonia Lighting	WGE2 LED PD 30K ROOM 14M	WALL MOUNTED: 8' A.F.F.	GENERATOR	0.900	679
LUMINAIRE WATTS									
									52
									6.89

CALCULATION SUMMARY							
Scene: EMERGENCY							
LABEL	CALC TYPE	UNITS	AVG	MAX	MIN	AVG/MIN	MAX/MIN
MECH AREA	Illuminance	Fc	1.49	2.2	1.0	1.49	2.20
SPILL	Illuminance	Fc	0.16	0.4	0.0	N/A	N/A
ROOF DECK	Illuminance	Fc	1.96	3.3	0.8	2.45	4.13

Rev.	Date	Rev.	Date
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9781 EAST BAY HARBOR DRIVE
9781 EAST BAY HARBOR DRIVE
BAY HARBOR ISLANDS, FL 33154

OWNER:
Name: 9781 BAY HARBOR DEVELOPMENT, LLC
Address: 18101 COLLING AVENUE #808
SUNNY ISLES BEACH, FL 33160

LANDSCAPE DESIGN:
Name: TOPO GRAPHIC LLC
Address: 3688 PEACE RIVER DRIVE
PLANTA GORDA, FL 33863
Tel: 841-664-3016

CIVIL ENGINEER:
Name: OCEAN ENGINEERING
Address: 6101 BRISQAYNE BLVD, SUITE 508
MIAMI, FLORIDA 33138
Tel: 786-419-2008

MEP ENGINEER:
Name: REYES-GAVILAN
CONSULTING ENGINEERS, INC.
Address: 16252 NW 79TH AVE.
MIAMI, FLORIDA 33146
Tel: 305-628-2644

ARCHITECTS:
Name: Kobi Karp Architecture and Interior Design, Inc.
Address: 571 NW 28th STREET
Miami, Florida 33137 USA
Tel: 305-573-3768
Fax: 305-573-3766



PHOTOMETRIC PLAN

Date:	07-28-2022	Sheet No.	PH-4
Scale:			
Project:	2229		

Yvonne Hamilton

From: David Sacks <dsacks@pst.law>
Sent: Tuesday, November 22, 2022 3:56 PM
To: Yvonne Hamilton
Cc: Joseph Geller; Yvonne Hamilton; Michele Formaggio; Alexandra Chancy; Joseph A. Ruiz, Esq.
Subject: RE: Letter of Appeal - Re: Design Review Board Decision - 9781 Bay Harbor Development LLC and 9955 Bay Harbor Development, LLC
Attachments: Letter of Appeal - 9781 East Bay Harbor Drive.pdf

Good Afternoon Ms. Lasday,

By way of this letter, we ask that the above referenced appeal be tabled until an appropriate time. Today, we received the Public Records Request from the City. We also received today the transcript of the November 1st hearing that is the subject of the appeal.

Finally, we are seeking a meeting with the Developer to potentially resolve any differences that may lead to my client's dropping of the appeal.

Note also that within the attached letter I had reserved a time for augmenting the file in anticipation of receiving the above mentioned items.

For these reasons, along with the holidays, I would ask that we postpone any hearing for 3 months while we work out any concerns my client, the Carroll Walk Condominium Association and the Developer, Appellee.

Please confirm that there is no scheduled hearing in view of the above.

Best regards,



PATHMAN SCHERMER TANDY, LLP
ATTORNEYS AT LAW

David E. Sacks, Esq.

Partner

Pathman Schermer Tandy, LLP

One Biscayne Tower, Suite 2400

Two South Biscayne Boulevard

Miami, Florida 33131

Tel: 305-379-2425

Fax: 305-379-2420

Mobile: 305-968-7907

Email: dsacks@pst.law

Firm Website: www.pst.law

From: Alexandra Chancy <achancy@pst.law>

Sent: Thursday, November 10, 2022 12:36 PM

To: mlasday@bayharborislands-fl.gov

Cc: Joseph Geller <joseph.geller@gmlaw.com>; Yvonne Hamilton <yhamilton@bayharborislands-fl.gov>; David Sacks

<dsacks@pst.law>; Michele Formaggio <mformaggio@pst.law>

Subject: Letter of Appeal - Re: Design Review Board Decision - 9781 Bay Harbor Development LLC and 9955 Bay Harbor Development, LLC

Importance: High

Good Afternoon Ms. Lasday,

Please see attached Letter of Appeal of the Design Review Board Decision regarding the new multi-family dwelling for 9781 Bay Harbor Development LLC and 9955 Bay Harbor Development LLC at the DRB Meeting held on 11.01.22. Attorney David sacks is copied on this email for any questions you may have.

Kindly confirm receipt of the Letter of Appeal and advise of anything else that you might need.

Thank You,

~ *Alexandra* ~



PATHMAN SCHERMER TANDY, LLP

ATTORNEYS AT LAW

Alexandra Chancy
Legal Assistant
Pathman Schermer Tandy, LLP
One Biscayne Tower, Suite 2400
2 South Biscayne Boulevard
Miami, FL 33131
T - 305-379-2425
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achancy@pst.law
www.pst.law



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PATHMAN
SCHERMER TANDY, LLP
ATTORNEYS AT LAW

WAYNE M. PATHMAN, P.A.
RICHARD N. SCHERMER
AARON W. TANDY*
DAVID E. SACKS
DAVID M. HAWTHORNE
ROSS D. KULBERG
VALERIO SPINACI**
MICHELE FORMAGGIO***

* also admitted to practice in New York
** also admitted to practice in California & New Jersey
*** also admitted to practice in District Of Columbia & New York

November 10, 2022

ONE BISCAYNE TOWER · SUITE 2400
2 SOUTH BISCAYNE BOULEVARD
MIAMI, FLORIDA 33131-1803

TELEPHONE (305) 379-2425
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DAVID E. SACKS
dsacks@pst.law

Via e-mail and Hand Delivery:

mlasday@bayharborislands-fl.gov

Maria Lasday, Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154

Re: Appeal of the Design Review Board Decision regarding new multi-family dwelling for 9781 Bay Harbor Development, LLC located at 9781 East Bay Harbor Drive, Lot 28 of Block 4 and 9955 Bay Harbor Development, LLC, located at 9919-9955 E. Bay Harbor Drive, Lots 19-21 of Block 4.

Dear Ms. Lasday,

Our firm represents Carroll Walk Condominium Association, Inc. (the "Appellant"). The Appellant's property is immediately adjacent to the property subject to the Board's decision regarding new multi-family dwellings for 9781 Bay Harbor Development, LLC located at 9781 East Bay Harbor Drive, Lot 28 of Block 4 and 9955 Bay Harbor Development, LLC, located at 9919-9955 E. Bay Harbor Drive, Lots 19-21 of Block 4 (the "Project").

On November 1st, 2022, the Board heard a request by 9781 Bay Harbor Development, LLC and 9955 Bay Harbor Development, LLC (the "Applicant") for the approval of the Project. The undersigned Appellant's counsel appeared at the hearing and raised the following concerns with regards to the Board's approval of the Project:

1. The Comprehensive Plain was not consistent with the application before the Board. In particular, the sanitary sewer sub-element was not in particular.
2. While Applicant submitted an impact analysis report (IAR) per the Town's Design Review Board regulations, there has been no confirmation that the adopted concurrency Level of Service (LOS) requirements listed in

subsection 11-8.4 of the Town's Code of Ordinances are in fact met. Without a proper, more robust analysis regarding the LOS requirements for the Applicant's project, the City's infrastructure will be further degraded and remain over its capacity to properly treat raw sewage. This is evidenced by the approximately twenty-five (25) sub-stations (construction sites), to treat the raw sewage that has spilled into the street. These sub-stations are designed to augment the Town's sewer system capacity issues. Further, there was testimony by the Town's Staff regarding the system's current sewer treatment system as being overwhelmed regarding sewer treatment.

3. Applicant's traffic analysis did not merit sufficient consideration for an analysis of the impact on the congestion and concentration of the Town's population (particularly in a water-front neighborhood). This would result in an increase in traffic in the area.
4. The proposed Project is in very close proximity to the Carroll Walk Condominium and its residents. While the Town Code provides a five (5') setback. Setbacks are not an entitlement. The 5' setback, based on the proximity of the Project's vacant lot and the Carroll Walk Condominium was improperly approved per the Design Review Board's regulation and otherwise sound planning principals. It was therefore error for the Applicant's Project to be approved with a 5' minimal setback. The setbacks issues raised at the hearing should be modified between the Applicant's Project and the Carroll Walk Condominium and its residents (or some other solution between my client and the Applicant – we believe the parties are attempting to make contact on these and the other issues as stated herein and at the hearing).
5. The Applicant's project will be sited on a small lot.
6. Should the existing zoning ordinances apply and building permits be issued, the Project will have a direct impact on the health and general welfare of the public by the increased population concentration without the facilitation of adequate transportation, water, sewage, schools, parks, and other public requirements.

Based on the Town Code, we reserve the right to submit additional information such as a transcript of the subject Design Review Board hearing and such other appropriate items. Further, in view of the upcoming Holiday Season, we would like to discuss an appropriate time to set the Commission Hearing of the subject appeal.

Based on the foregoing, our client respectfully requests that the Commission Reverse the Design Review Board's decision to approve the Project over the Appellant's concerns above and objections to the proposed Comprehensive Plan.

November 10, 2022
Page 3

Very truly yours,

PATHMAN SCHERMER TANDY, LLP



David E. Sacks

Cc:

Joseph S. Geller, Esq.
joseph.geller@gmlaw.com
Greenspoon Marder, LLP
Town Attorney

Yvonne P. Hamilton
yhamilton@bayharborislands-fl.gov
Town Clerck

AGENDA ITEM REPORT

November 28, 2022

ITEM NUMBER: 8.

ITEM: Consideration and Approval of an ordinance on First Reading amending Sections 23-16.1 and 23-16.2 of the Town Code pertaining to Moratorium and Zoning In Progress. Enclosed is a copy of the proposed ordinance.

DESCRIPTION:

At a recent Town Council meeting held on November 3rd, 2022 a temporary Moratorium/Zoning-in-Progress was discussed to allow the Town time to study and update desired Code provisions. Consideration and public input were received. The consensus was to update the existing Code section on Moratorium. A new Zoning-in-Progress Code section was desired to announce the Town's future intentions that LDR revisions may be made. A number of land development topics were discussed. The Town Council voted unanimously to not move forward at this time with a temporary moratorium, until the Code was updated. A draft listing of possible land development issues was requested for a review framework/future editing.

MMPA was requested to create a draft listing of issues based on the Town Council's comments at the November 3rd, 2022 meeting, the public comments received at that meeting, and staff issues that staff encounters on a daily basis reviewing/processing Site Development Plans and Building Permits.

Attached is an initial draft listing of issues for consideration from the Town Planner Miller based on discussions to date. It is not meant by any means to be a final list – it is meant as a working document to be edited/revised to address any issues desired by the Town. Based on the discussions and agreement by Town officials, staff can work on more detailed studies/desired Code amendments, and procedures.

The attached draft ordinance on first reading has been proposed to amend the Town Code pertaining to "Moratorium" and Zoning-in-Progress.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Bay Harbor Islands - Zoning In Progress Ordinance-11-23-2022
2.	BHI TC Staff Report Nov 2022 Draft List of LDR Issues Nov 17 2022
3.	BHI Draft List of LDR Issues Nov 2022
4.	BHI Res Parking Req History by Town

ORDINANCE _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING CHAPTER 23 OF THE TOWN'S ADOPTED CODE OF ORDINANCES ENTITLED ZONING AND PLANNING; AMENDING SECTION 23-16.1 TO BE ENTITLED MORATORIUM AND PROVIDING FOR PROCEDURAL CHANGES: PROVIDING FOR A NEW SECTION 23-16.2 ENTITLED ZONING IN PROGRESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Bay Harbor Islands adopted the first Zoning and Planning Code for the community in June 1957; and

WHEREAS, the Town Council periodically studies various land development and uses trends and issues and amends the Zoning and Planning Code accordingly; and

WHEREAS, in order for the Town to implement future new regulations as and when they are adopted, the Town wishes to amend Section 23-16.1 to be entitled "Moratorium", which will provide for new procedural regulations, and to adopt a new Section 23-16.2 to be entitled "Zoning in Progress" that will so allow; and

WHEREAS, the Town Council is charged with the protection of the health, safety and welfare of the Town's residents; and

WHEREAS, the Town Council hereby determines that this Ordinance will promote the health, safety, and welfare of the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: The above recitals are true and correct and are incorporated herein by reference.

Section 2: That the Town of Bay Harbor Islands Zoning and Planning Code Section 23-16.1 – Moratorium is hereby amended, as more fully set forth in the attached Exhibit "A", and by reference is made a part hereof.

Section 3: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to create a new Section 23-16.2 – Zoning in Progress, as more fully set forth in the attached Exhibit "A", and by reference is made a part hereof.

Section 4: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words or application of this Ordinance.

Section 5: That it is the intention of the Town Council of the Town of Bay Harbor Islands, Florida, and it is therefore ordained, that the provisions of the Ordinance shall be come and be made a part of the Town of Bay Harbor Islands' Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate work.

Section 6: That all Ordinances, parts of Ordinances, Resolutions or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 7: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this _____ day of _____ 202_.

PASSED AND ADOPTED on Second Reading this _____ day of _____ 202_.

Joshua Fuller, Mayor

ATTEST:

Yvonne P. Hamilton, Town Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Greenspoon Marder LLP
Town Attorney
By: Joseph Geller, Esquire

EXHIBIT "A"

Section 23-16.1 of the Town's Zoning and Planning Code is hereby amended to read as follows:

Sec. 23-16.1. - ~~Moratoriums~~Moratorium.

(1) Notwithstanding any other provisions contained in the ordinances of the town, the town council may impose building and zoning moratoriums in accordance with the procedures herein established.

(2) ~~Whenever~~Purpose. The purpose of this section is to provide a legislative procedure whereby the Town can impose a building moratorium whenever it shall be made to appear to the town ~~manager or the town council acting through the mayor or assistant mayor~~ that it is in the public interest to make a comprehensive determination as to whether existing zoning ordinances applying to a portion of the area of the Town of Bay Harbor Islands are appropriate, and ~~it is further made to appear to the town manager or town council~~ that the said existing zoning ordinances may be detrimental to the said area should they continue to remain applicable and building permits be issued predicated thereon, ~~notwithstanding any other provision to the contrary, the town mayor or vice mayor acting for the town council or the town manager shall immediately instruct the town clerk to call a meeting of the town council to consider the imposition of a moratorium, and the town manager shall further instruct the town clerk to post public notice of such meeting in an appropriate place in the town hall, and in such other locations as the council may direct, and to give notice in accordance with the notice provisions of the applicable state statutes. If a majority of the council members present at such meeting concurs in the aforesaid determination, then they shall by resolution delineate the area in question.~~

(3) Should the Town Council determine that a building moratorium is reasonably necessary, it shall pass and adopt an ordinance to that effect. The ordinance shall establish the time frame for the building moratorium and direct that no permits be issued within the affected area(s). The ordinance shall also set forth a fixed time within which the Town staff shall report back to the Town Council with their recommendations relating to the appropriate zoning districts and ~~prohibit regulations for the issuance of building permits thereon~~ affected areas. The said time limitation shall be a reasonable one, predicated upon the time needed for a comprehensive analysis of the area(s). The town council's determination shall be predicated on a consideration of the comprehensive plan and shall be designed to lessen congestion in the streets; to secure safety from fire, panic and other dangers; to promote health and the general welfare; to provide adequate light and air; to prevent the overcrowding of land; to avoid undue concentration of population; to facilitate the adequate provision of transportation, water, sewerage, schools, parks, and other public requirements; and with reasonable consideration, among other things, to the character of the district and its peculiar suitability for particular uses, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the town.

(34) Any ~~resolution~~ordinance issued pursuant to ~~subsection (2)~~this Section shall be complied with by all town personnel and shall be effective until reversed, modified or superseded by order of the town council.

~~(4) — Immediately upon issuance of any resolution issued pursuant to subsection (2), the town manager shall notify the town clerk, whose duty it shall be to place the matter before the~~

~~town council for consideration and review following a public hearing as soon as is reasonably practicable.~~

~~(5) — The town clerk shall give reasonable notice by publication in a newspaper of general circulation in the town of the public hearing which she has scheduled before the town council.~~

~~(6)~~

(5) — Upon the Effective Date of the moratorium, the moratorium shall only apply to projects or requests for action, which have not made a formal, complete submittal or application for approval (the “Application”) to the Town. Once submitted, the Application is not subject to the proposed moratorium but will proceed under the rules in place upon the date of submittal.

(6) — Procedure. When the Town Council or Town Manager is considering a zoning or building moratorium the Town Mayor or Vice Mayor acting for the Town Council or the Town Manager shall instruct the Town clerk to call a meeting of the Town Council to consider the imposition of a moratorium, and the Town Manager shall further instruct the Town clerk to post public notice of such meeting in an appropriate place in the town hall, and in such other locations as the council may direct, and to give notice in accordance with the notice provisions of the applicable state statutes.

(7) — Effective Date. A moratorium shall commence upon the adoption of an Ordinance by the Town Council after two duly noticed public hearings. Upon adoption by the Town Council, the moratorium shall be for a period not to exceed 180 days. The council on its own motion or otherwise may continue the moratorium for a longer period of time, if reasonably necessary.

(8) At the public hearing the town council shall inquire into the propriety of a building moratorium and may reverse, modify or supersede any moratorium order previously issued. The council's determination shall be predicated upon the reasonable necessity for a detailed comprehensive analysis of the area in question and the probability of detriment to the character of the area by the continued application of the existing zoning ordinances.

~~(7) — Should the town council determine that a building moratorium is reasonably necessary, it shall order the same and direct that no building permits be issued within the affected area. The council's order shall fix a time within which the town manager shall report back to the council with his recommendations relating to appropriate zoning ordinance for the affected area. The said time limitation shall be a reasonable one, predicated upon the time needed for a comprehensive analysis of the area. The initial council moratorium shall be for a period not to exceed 180 days. The council on its own motion or otherwise may continue any moratorium for a longer period of time, if reasonably necessary. This provision is supplemental to subsection (8) hereof.~~

~~(8)~~ Should the town manager be unable to report back to the council within the time prescribed by its moratorium order, upon timely request by the town manager and after public hearing on the need therefor, the council may reasonably extend the time limitation. The town manager shall submit his report simultaneously to the council and the zoning and planning board. The zoning and planning board shall make its findings and recommendations after public hearing to the council.

~~(9)~~10 Upon the submission of the zoning and planning board findings and recommendations to the council, the clerk shall call a public hearing thereon before the council at the earliest practicable time, ten days after publication, once in a newspaper of general circulation

in the town. After said public hearing the council shall make its determination as to whether the zoning ordinances shall remain the same or shall be changed. Should the council determine that the zoning ordinances shall remain the same, it shall immediately issue its order terminating the building moratorium. Should the council determine that the applicable zoning ordinances should be changed, or new ordinances created, or special exceptions, variances, conditional use permits and the like, altered or revoked, it shall issue its order continuing the building moratorium and shall immediately take the actions required to accomplish the same.

(~~40~~11) Upon the completion of all zoning changes relating to the affected area, the council shall issue its order terminating the building moratorium.

(~~41~~12) If any planning study performed by town officials or employees or a specially hired or appointed town agency, indicated the necessity for zoning changes, the provisions hereof may be utilized to restrict the issuance of building permits until such changes have been finally considered by the council.

(~~42~~13) Any person may make written application to the town council for the issuance of a building moratorium by the council. Such application to the council shall be filed with the town clerk, whose duty it shall be to place the matter before the town council as soon as is reasonably practicable for the council's determination as to whether a public hearing shall be called thereon. The town manager shall be notified by the clerk of the date that the matter is to be considered by the council. The word "person" as used in this subsection includes, but is not limited to, any individual, firm, corporation and governmental entity.

(13) ~~Should the council determine that a public hearing should be held as to whether a building moratorium is appropriate, it shall call the same for the earliest practicable date and give ten days notice thereof by publication once in a newspaper of general circulation in the town. Pending the public hearing, the council may issue an order prohibiting the issuance of building permits in the affected area.~~

(14) ~~After the completion of the steps provided in subsections (12) and (13) above, the procedure is that set forth in subsections (6) through (10) hereof.~~

(~~45~~14) Notwithstanding the issuance of any moratorium order, the town manager may authorize the issuance of building permits for nondeleterious items including, but not limited to, fences, repairs, and the like matters, if he determines that such permit will not affect the outcome of the planning study, and such items are not subject to the approval of any other board or agency of the town.

(~~46~~15) During the existence of any building moratorium, no applications for variances, special exceptions or zoning district changes, minimum square footage requirement changes, unusual and new uses, modifications or elimination of conditions, restrictions or limitations with the affected area shall be acted upon by any town agency except as provided herein.

(16) Appeal. An affected person may appeal the Town's adoption of moratorium by filing a notice of appeal with the Town Manager.

(17) Vested Rights. A moratorium shall not be applied to the extent that vested rights are established in accordance with Article V of the Town's Zoning and Planning Code.

Section 23-16.2 – Zoning In Progress

(1) Notwithstanding any other provisions contained in the ordinances of the town, the town council may impose Zoning In Progress in accordance with the procedures herein established.

(2) Purpose. The purpose of this section is to provide a legislative procedure whereby the Town can impose Zoning In Progress to place a temporary hold on development permits and approvals if there are pending active efforts underway to amend this Code in a way that would preclude such permits and approvals should the pending amendment be adopted.

(3) Applicability. Zoning In Progress shall apply when the Town is considering either a text amendment to the Town Zoning and Planning Code or a change of zoning district. If the Town is actively developing and processing a proposal to amend this Code in a way that would preclude permits and approvals of certain uses and development, and authorization or approval of such uses and development before the proposed amendment is decided would be detrimental to the public interest:

The Town shall not grant any development permit or approval or accept any application for a development permit or approval, that authorizes or proposes development that would not be allowed under the proposed amendment to Zoning and Planning Code or zoning district change. Upon the Effective Date of Zoning In Progress, Zoning In Progress shall only apply to projects or requests for action, which have not made a formal, complete submittal or application for approval (the "Application") to the Town. Once submitted, the Application is not subject to the proposed new rules but will proceed under the rules in place upon the date of submittal.

(4) Procedure. When the Town Council or Town Manager is considering either a text amendment to the Town's Zoning and Planning Code or a change of zoning district, the Town Mayor or Vice Mayor acting for the Town Council or the Town Manager shall instruct the Town clerk to call a meeting of the Town Council to consider the imposition of Zoning In Progress, and the Town Manager shall further instruct the Town clerk to post public notice of such meeting in an appropriate place in the town hall, and in such other locations as the council may direct, and to give notice in accordance with the notice provisions of the applicable state statutes.

(5) Effective Date. Zoning In Progress shall commence upon the adoption of an Ordinance by the Town Council after two duly noticed public hearings. Upon adoption by the Town Council, Zoning In Progress shall be for a period not to exceed 180 days. The council on its own motion or otherwise may continue Zoning In Progress for a longer period of time, if reasonably necessary.


(6) Appeal. An affected person may appeal the Town staff's application for text amendment or rezoning to the Town Council for review by the Town Council by filing a notice of appeal with the Town Manager.

(7) Vested Rights. Zoning In Progress shall not be applied to the extent that vested rights are established in accordance with Article V of the Town's Zoning and Planning Code.

**TOWN OF BAY HARBOR ISLANDS
COMMUNITY DEVELOPMENT
MEMORANDUM**

To: Mayor and Town Council Members
Town of Bay Harbor Islands

CC: Maria Lasday – Town Manager
Yvonne P. Hamilton, CMC - Town Clerk
Joseph S. Geller, Esq – Town Attorney

From: Michael J. Miller, AICP 
Consultant Town Planner

Date: November 17th, 2022

Subject: Town of Bay Harbor Islands
2022 TC Discussion Items - Land Development Regulations / Other
Per November 3rd, 2022 Town Council Meeting
Draft List of Issues / Possible Code Amendments / Procedures
MMPA Acct. No. 01-0702-0800

ISSUE:

Over the last few months, the Town Council has been discussing ongoing redevelopment activities in the Town and possible revisions / updates to the Land Development Regulations (LDRs). Observations have been made related to certain Code allowances or deficiencies. Approximately 20 years ago the Town undertook a complete analysis of the Town's existing and desired development. A Community Visioning process was conducted by a renowned community planning firm (Glatting Jackson). A Downtown Master Plan Study was undertaken. As a reaction to new high-rise redevelopment projects allowed by the Town Council at that time to spur redevelopment, a citizen initiated Charter referendum resulted in a 75' building height limit. MMPA was retained to assist the Town in modernizing and updating the Town's Comprehensive Plan and Land Development Regulations (LDRs). Numerous studies / workshops / public meetings / negotiations with DCA / SFRPC staff occurred, which resulted in today's land development process and regulations. In the last 20+/- years, a number of new redevelopment projects have been proposed and some built in reliance of the Town's laws. Over the years periodic issues have arisen, therefore the Town studied and modified its LDRs.

It is always good practice to have good LDRs that help create the built environment desired by a community. It is also good practice to periodically review and modify, if necessary, it's Complan / LDRs to accomplish desired community goals.

At a recent Town Council meeting held on November 3rd, 2022 at which time a temporary Moratorium / Zoning-in-Progress was being discussed to allow the Town time to study and update desired Code provisions, consideration public input was received. The consensus was an existing Code section on Moratoriums needed to be updated. A new Zoning-in-Progress Code section was desired to announce future Town intentions that LDR revisions may be made. A number of land development topics were discussed. The Town Council voted unanimously to not move forward at this time with a temporary moratorium until the Code was updated. A draft listing of possible land development issues was requested for a review framework / future editing.

MMPA was requested to create a draft listing of issues based on the Town Council's comments at the November 3rd, 2022 meeting, the public comments received at that meeting, and staff issues that staff encounters on a daily basis reviewing / processing Site Development Plans and Building Permits. Attached please find our initial draft listing of issues for consideration based on what we noted in the discussions to date. It is not meant by any means to be a final list – it is meant as a working document to be edited / revised to address any issues desired by the Town. Based on the discussions and agreement by the Town officials staff can work on more detailed studies / desired Code amendments and procedures.

TOWN OF BAY HARBOR ISLANDS

DRAFT LIST OF POSSIBLE LDR ISSUES

As of November 17, 2022

- **Zoning-in-Progress New Code Section** – No Code section currently exists for the Town to implement when the need arises. The Town has retained an outside law firm to assist the Town in drafting this new Code section.
- **Moratorium Code Section Revisions** (Sec. 23-16.1) – The existing Code section was written in 2002 by the former Town Attorneys / Special Council Stan Price when the 2002-2004 major effort was made to address the then allowed 15-story PRD projects, which included updates to the Town's Comprehensive Plan and Land Development Regulations (LDRs). It was based on similar Codes from local cities near the Town. The current Town Attorney / new Special Council has opined the current Code provisions are not consistent with Florida Statutes, legal rulings, or practice. The Town has retained an outside law firm to assist the Town in drafting this new Code section.
- **Quasi-Judicial Code Section & Procedures** - None exist at present and should be adopted for quasi-judicial matters. Most cities have this and hold public hearings with preset instructions to those that may speak, and for governmental officials (TC / DRB) to disclose ex-parte communications and agree to objectiveness in decisions based on the testimony given (staff reports / applicant & public comments).
- **SFR Accessory Structure (gazebos / cabanas / trellis) LDRs** – Better define terms for various structures (cabana / trellis / pergola / arbor / other). Consider different setbacks / design criteria for "Dry Lots" vs. "Waterfront Lots". The Code now allows the DRB to approve such accessory structures to within 5' of a rear lot line. On a waterfront lot with no adjoining neighbor this may be acceptable but for dry lots the impacts on adjoining neighbors can be significant. There are no size requirements or height requirements. Such structures are typically placed at grade near a pool / pool decks / patios. However, there have been instances where developers have set the structure floor at FEMA BFE which is several feet above grade – which is very impactful on adjoining sites. Due to rear yard overhead power lines on dry lots the distance between such structures placed at 5'+/- from a rear lot line could be dangerous during construction / future use.
- **MFR Accessory Structure (gazebos / cabanas / trellis) LDRs** - Better define terms for various structures (cabana / trellis / pergola / arbor / other). Consider different setbacks / design criteria for "Dry Lots" vs. "Waterfront Lots". The Code now allows the DRB to approve such accessory structures. Some are allowed to 5' of an interior lot line but for some listed structures in the Code there are no criteria at all (setbacks / size / height). On waterfront lots with no adjoining neighbor this may be acceptable but for dry lots the impacts on adjoining neighbors can be significant. There are no size requirements or height requirements. Such structures are typically placed at grade; however, there have been instances where developers have raised the structure to FEMA BFE which is several feet above grade – which is very impactful on adjoining sites. Due to rear yard overhead power lines on dry lots the distance between such structures placed at 5'+/- from a rear lot line could be dangerous during construction / future use.

- **Floating Dock LDRs** - State Law / Miami-Dade DERM requires Class 1 Permit. There are currently no Town LDRs. The Town's marine facility LDRs require all docks to be installed at least 5' above the water (MSL) as DERM normally requires so that sunlight can get to seagrasses. On several occasions staff has recommended the Town adopt such regulations, as some waterfront landowners have installed floating docks without permits any permits. In some case they extend into / block waterways exceeding Code allowances. The Town owns all of the waterways around the islands.
- **Docks / Boat Lifts** - The Town owns all of the waterways around the islands. While the Town has allowed adjoining owners to install docks / lifts / etc. by permit perhaps the Town should require each adjoining landowner to obtain a standardized Town "License" to utilize public land for private purposes. This would give the Town better enforcement power to address violations.
- **Seawall Height** - Now allowed at 6.0' NGVD on Biscayne Bay / 5.50' NGVD elsewhere. The original seawalls were built at about 3.5' - 4.0' NGVD. For properties that abut Biscayne Bay boat waves / wind created waves often broach onto abutting lots. Many owners have replaced / modified their seawalls to raise them. Some requests have been made for taller seawalls, but due to the Code limits denied, as this can create visual / drainage problems. One of the sustainability recommendations for Sea Level Rise (SLR) for the South Florida Barrier Islands is to require a 7.0' tall seawall uniformly. As the land / streets elevations are only about 4'-5' above mean sea level, if a seawall was 7' tall, flood waters would not be able to escape to the waterways and flood streets / uplands. The Town Code currently "encourages" owners to raise their seawalls.
- **Seawall Design** – While SLR is important the visual appearance of seawalls is also important. When the Town was originally built the developer built a common uniform looking seawall around the islands. Each adjoining lot owner on waterfront sites owns their portion of seawalls and is responsible for maintenance & upkeep. In newer planned communities, if there is a seawall, it looks the same. Uniformity in design should be considered by the Town, as various designs / heights create an unsightly sawtooth appearance.
- **Seawall Cap Width** – There is no criteria at present to regulate the width of seawall caps. Suggest maximum width of 3'+/- so the seawall cap does not become a deck. The Code / FDEP NPDES permit requires that a 5' wide landscape strip & drainage be installed on a waterfront lot landward of a seawall to capture runoff from entering Biscayne Bay / connected waterways (chlorine / fertilizer / etc.). In the past prior to the Code being amended, some owners built decking up to the seawall with no drainage.
- **MFR Single Lot LDRs** – Should there be different LDRs for single lot developments versus larger multi-lot developments? Since the Town was created all multi-family sites have had the same / similar setbacks (1947 Deed Restrictions / Zoning Code. As the platted multifamily lots are only 75' in width, applying the standard 10' side setbacks result in 55' of lot width for a development. The Town has adopted many additional LDRs over the years to require: greater setback for taller buildings (step-back), maximum building heights (RM-1 = 75' / RM-2 = 65'), minimum open space requirements (20%), density limits (RM-1 = 70 DUA / RM-2 = 60 DUA / RM-3 = 80 DUA). Is a RM-3 Tract a single lot development? With the Town's parking requirements, Charter building height limit (75'), and increasing flood criteria, tough to build a complex.

- **Mechanical Vehicle Lifts MFR** – The Code does not specifically mention or regulate mechanical vehicle lifts at present. In 2005-06 the Parking Code was modernized and updated. The Code states that due to the small lots and requirements for on-site parking, guest spaces, lobby drop-off driveways, the Town can consider “alternative parking arrangements” to standard side-by-side parking spaces that consume space. As an example, on a 75’ wide single lot, if all parking is located within an enclosed parking garage (preferred for security / appearance / vehicle protection / exclusivity) and the 10’ side setbacks are applied plus 2’+/- for exterior walls, there is about 53’ available inside the garage for parking. A 23’ wide 2-way driveway and 18’-6” deep parking stall requires at least 41.5’ of width. A double loaded parking lot design requires at least 60’ of width. Therefore, this is not possible within an enclosed parking garage. Many examples of older MFR developments with no parking garages exist, but surface parking lots are often seen in the Town that extend into the setbacks to provide enough parking, which is still allowed with adequate screening to neighbors. Since 2005-06 the Town has approved some MFR projects (20+/-) with vehicle lifts. Observation of those sites finds that not many permanent residents use the lifts, most likely because of the effort. Some part-time / seasonal residents keep a vehicle at the site on the lifts. It does not appear that parking problems occur at complexes with lifts. Perhaps some may be parking in street parking spaces – research would be necessary to confirm. This would not be a good situation as most of the older complexes have little or no on-site parking and rely on the street parking spaces. Vehicle lifts are a fairly new technology and there are various brands / quality of lifts (Ford vs. Mercedes quality). Vehicle lift structures vary as to quality as do the electronic operational controls. Some cities that allow vehicle lifts have adopted operational / design Code provisions (Miami Beach / others). This topic has been discussed in the past by the Town Council, but no such Code provisions were desired. MMPA suggests the Town consider pursuing this. One of the main purposes of vehicle lifts has been to utilize them in denser urban sites where space is a problem. If people are not using them and parking spillover problems result, this could create parking problems for the Town, as a main Town objective has been to improve the parking availability in the Town. Perhaps a numerical limit (%) to the quantity of vehicle lifts for “required” parking spaces is warranted at this time now that long-term observations of existing conditions can be monitored. The Town could explore limiting the quantity, monitoring of sites, or require valet parking (may not be feasible for small complexes due to cost) for some sites, etc. No outdoor lifts should be allowed ever.
- **Mechanical Vehicle Lifts Commercial** – See above discussion for MFR vehicle lifts. No outdoor lifts should be allowed ever, except on rooftops with adequate screening. When the 1177 Kane Concourse MXD project was approved, the Town Council mandated that they provide some vehicle lifts on the parking garage rooftop for overflow situations. As the parking garage will be 65’ tall any lifts will not be easily seen.
- **Mechanical Vehicle Lifts SFR** - See above discussion for MFR vehicle lifts. No outdoor lifts should be allowed ever. There are several existing SFR homes with indoor vehicle lifts, mostly for expensive / collector vehicles. These are all self-parking situations and no problems have been reported. MMPA suggests the Town exclude SFR from most regulations but ban them from being installed outdoors. With expected sea level rise / possible storm surge the protection of personal property increases.
- **Off-Street Parking Requirements** – The Town now requires 2 parking spaces per DU regardless of DU size / # of Bedrooms (BR). See the attached Town historical parking requirement document prepared by the Town. Some cities, mostly for MFR developments, utilize a graduated parking scale based on the number of bedrooms. A minimum quantity is required - but as the quantity of bedrooms increases additional parking spaces are required. It is noted some of the newer MFR projects in the Town

are proposing very large DU sizes with 4-6 bedrooms in some cases. Some families are large and cannot afford / find a SFR on the West Island and developers are proposing larger MFR DU for their families / extended families.

- **Development Orders** – The Town currently approves MFR / Commercial developments via a formal Resolution prepared by the Town Attorney / Town Clerk and signed by the Design Review Board Chairperson, including a reference to the set of approved plans and any conditions of approval. For SFR there is currently an unstructured approval system where only the DRB minutes / staff notes / TV can reveal what happened. Many times, the DRB approves Site Development Plans with required changes – but there is often no follow-up DRB check set submitted for sign-off. This can cause problems at the time of Building Permit reviews for staff. Considerable time can occur listening to the DRB meetings and trying to understand what was agreed to. MMPA suggests that the Town start to prepare a Resolution similar to MFR / Commercial approvals, or at least issue a standardized Development Order (DO) letter, so the owner / Town has some formal record. Most cities have created and use a standardized DO letter.
- **Sustainability Changes for Sea Level Rise (SLR) / Flooding / Storm Flood Surge** – As the Town was built in the mid-1940s there was little thought at that time as to SLR or environmental issues (pollution / mangroves / other). The South Florida area has been blessed with few major hurricane / tropical storm direct hits or damage - so far. Over the last 100+/- years the mean sea level at the Haulover Inlet has risen about 9.63 inches according to NOAA. The Town's average finished grade land / street elevations are about 4.0' – 5.0' above sea level. The SLOSH models now indicate that some areas of the Town / surrounding area could be impacted with frequent flooding caused by SLR. Hurricane / Tropical Storm sea level storm surge is different – recent events have shown what damage rising sea water can do to beaches / public infrastructure / properties. When the Town's developer built the original streets / development sites the elevations met the recommended criteria at that time. The Biscayne Bay spoil islands used to create the Town have poor soil quality and it is believed any vegetation was just burned / buried. Due to the above every structure within the Town must be built on extensive foundations (pilings / beams). The South Florida barrier islands where the Town is located are surrounded by water and any underlying bedrock is very deep. Most of the original structures in the Town are built at only 6.0' – 7.0' above sea level (early flood rules were generally to set the FFE at 18-inches above the adjoining crown of road. Now the FEMA rules require the lowest FFE to be 4.0' - 5.0' above the existing grades. While this may be great for increased flood protection new 2-story+ structures (almost all new SFR are now 2-story) tend to “tower” over older 1-story homes. Due to the increased FFE often in a normal 10' side setback the yard slope from the house to the adjoining property can be quite steep and unusable – so the Town receives lots of requests to build short retaining walls (2'-3') along interior lot lines and fill the lot grades. In the Town of Golden Beach when one rebuilds a SFR it is mandatory to build a retaining wall and fill the lot (some of their streets land elevations are only 3.0'+/- above sea level so they have a worse situation). There is no requirements for new developments to fill their lots – only to meet the FEMA BFE FFE requirements. Perhaps require this to occur regularly. Perhaps start thinking about allowing more elevated structures for flood protection (so-called “stilt” houses like in the Keys / North Carolina / other) and allowing under-house parking (art grade). This may require rethinking the Town Code provisions on where one measures building height from.

- **Utility Undergrounding** - The Town Code requires utility undergrounding upon redevelopment, but FPL has objected to this practice for small segments. The former Town Attorney provided a legal opinion several years ago that requiring a fee-in-lieu of undergrounding to create a pool of funds to underground large segments was not allowed. Possibly revisit this option to help the landowners / Town with this effort.
- **Single-Family Home Sizes** – The original Deed Restrictions and Town Code have minimum SFR house size requirements. Since 1947 the minimum size of a single-family home is required to be at least 1,500 sq. ft. There has never been a maximum house size nor can we think of any community with such a rule. Once the City Manager from Indian Creek Village contacted MMPA and asked me if I thought that a maximum SFR house size of 50,000 sq. ft. was reasonable – it is all relative to the setting. There have also been recent comments about the number of bedrooms & bathrooms in some new SFR, as the DRB has been reviewing some homes with 4-7 bedrooms and a similar number of bathrooms. In 2021 the Florida Legislature modified Chapter 163.3202 F.S. which relate to local government Land Development Regulations (LDRs). Local governments are prohibited from commenting or regulating the interiors of single-family homes and duplexes. In late 2021 the Town Council modified its Code (Sec. 5-23.1) to address HB 401 / the Chapter 163.3202 limitations. The Code now states as follows:

Sec. 5-23.1. - Architectural and aesthetic review of plans; failure to comply with plans as agreed.

j. The Design Review Board shall not have jurisdiction over the number, types or layout of interior rooms or spaces in single-family homes or two-family homes.

- **Potable Water & Sanitary Sewer Infrastructure Capacity** - As to the Town's potable water / sanitary sewer utility system having enough capacity for existing / future development, some with a large quantity of bathrooms and increased development intensity, many years ago the Town retained Kimley-Horn & Associates engineers, who assisted the Town for many years with civil engineering matters. A Utility Master Plan was prepared for the Town-owned infrastructure based on the maximum number of dwellings units / non-residential square footage that could theoretically be built in the Town based on the maximum Comprehensive Plan allowances. As is the normal practice in public infrastructure planning, the Town's pipes and pumps are designed / sized to handle the above theoretical maximums plus a 50%+ increased margin. Since all potable water / sanitary sewer treatment & transmittal is provided by the Miami-Dade Water & Sewer Authority (WASA) and their infrastructure is properly sized for a large increase in usage (all cities in South Florida are experiencing major higher density redevelopment and WASA is operating far below their ultimate design capacities), there is no problem with the WASA treatment or flows for future redevelopment.
- **Underground Parking Garages** – There are a number of existing below grade parking garages or parking lots in the Town, in both residential and commercial use areas. The Florida Building Code (FBC), FEMA Insurance regulations, and Town LDRs have allowed these for many years. The Codes have changed over the years and importantly the interpretations of Building Officials as to what is allowed has varied greatly – as the Building Officials are ultimately responsible for ensuring that development complies with applicable Codes. FBC and FEMA allow underground parking garages for all development types. However, within certain special flood zones they are prohibited for solely “residential” developments. For mixed-use developments (combination of residential / commercial) or commercial development they are allowed. There is no explanation as to why there are different standards – if flooding could occur in an underground garage why does it matter what the land use type is. The Town needs to maintain Code provisions for existing and future underground parking garages. The Town Council should have a policy discussion of this topic due to expected SLR.

- **Other Issues Per Town Council**

HISTORY OF RESIDENTIAL PARKING REQUIREMENTS

- 1948 - 1953 BHI used the building code of the City of Miami Beach. Our records do not indicate exactly what the parking requirement was at that time.
- 1953 - 1954 Ordinance No. 57 was adopted in 1953 and required one parking space for a single-family home; the multi-family requirement was one parking space per unit for the first four units, then one space for each two additional units or fraction thereof.
- 1954 - 1956 Ordinance No. 75 was adopted in 1954 and increased the multi-family requirement to one space for each dwelling unit.
- 1956 - 1969 Ordinance No. 97 was adopted at the end of 1956. This ordinance increased the requirement for single family homes to two parking spaces, and increased the requirement for multi-family structures to 1½ parking spaces per unit except that each unit with three or more bedrooms had a requirement of two parking spaces.
- 1969 - Ordinance No. 217 adopted in March, 1969 increased the requirement for multi-family structures (apartment buildings, apartment hotels and two-family dwellings) to two parking spaces per unit.
- 1973 In 1973, Ordinance 266 was adopted to prohibit parking in setbacks of buildings over one story in height, and added language to allow multiple levels of parking under a building and at the same time exempting one of any such multiple levels from being counted as a story. The requirement was still two parking spaces per dwelling unit.

ORDINANCE NO. _____

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES RELATED TO MECHANICAL AND ROBOTIC PARKING SYSTEMS; CREATING SECTION 23-30.1 ENTITLED "MECHANICAL AND ROBOTIC PARKING SYSTEMS"; PROVIDING FOR INCORPORATION OF RECITALS; PROVIDING FOR CONFLICT AND REPEALER; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council periodically studies various land development trends and issues and amends the Town's Land Development Regulations accordingly; and

WHEREAS, the Town Council has studied the current Zoning and Planning Code provisions of the Town and find that certain modifications are necessary and desirable to address the requests of Town property owners, by providing regulations in determining the amount of space required to be set aside for the parking of vehicles within the Town; and

WHEREAS, the Town Council held a duly advertised public meeting to consider the proposed modifications to the Town's Land Development Regulations.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF BAY HARBOR ISLANDS, FLORIDA:

Section 1: The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2: That the Town of Bay Harbor Islands Zoning and Planning Code is hereby amended to create Sec. 23-30.1 – Mechanical and robotic parking systems, as more fully set forth in the attached Exhibit “A”, and by reference made a part hereof.

Section 3: That if any section, paragraph, sentence or word of this Ordinance or the application thereof to any person or circumstance is held invalid, that the invalidity shall not affect the other sections, paragraphs, sentences, words, or application of this Ordinance.

Section 4: That it is the intention of the Town Council of the Town of Bay Harbor Islands, and it is therefore ordained, that the provisions of the Ordinance shall become and be made a part of the Town of Bay Harbor Islands’ Code of Ordinances, that sections of this Ordinance may be re-numbered or re-lettered to accomplish such intentions, and that the word “Ordinance” shall be changed to “Section” or other appropriate word.

Section 5: That all Ordinances, parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith be and the same are hereby repealed to the extent of such conflict.

Section 6: That this Ordinance shall be in full force and take effect immediately upon its passage and adoption.

PASSED on First Reading this ____ day of _____, 2022.

PASSED on Second Reading this ____ day of _____, 2022.

JOSHUA D. FULLER
MAYOR

ATTEST:

YVONNE P. HAMILTON, CMC
TOWN CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

GREENSPOON MARDER, LLP
TOWN ATTORNEYS

BY: JOSEPH S. GELLER, ESQ.

Exhibit “A”

Amendments to the Town of Bay Harbor Islands Zoning and Planning Code

Article II. Off-Street Parking

Proposed Text Revisions November 22nd, 2022

Sec. 23-30.1 – Mechanical and robotic parking systems.

Notwithstanding the above alternative parking arrangement provisions, due to the unattractiveness of such structures, and concerns with unsupervised operation of unattended vehicle lifts, mechanically stacked parking lifts shall be subject to the following basic provisions.

1. All mechanically stacked parking lifts shall be installed within a completely enclosed building or parking garage regardless of land use type, or at other locations approved by the town to ensure adequate screening, security and safety are provided.
2. Not more than twenty-five (25) percent of the required quantity of parking spaces may be provided via mechanically or robotic parking lifts.
3. These provisions shall only apply to multifamily residential and commercial land development located on the East Island of the Town and shall not apply to single-family homes on the West Island, nor two-family developments (duplex) or townhouse type developments on the East Island, except that all such mechanical and robotic parking systems shall be installed within a completely enclosed building and a maximum of three (3) lifts are permitted.

(1) Definitions.

(a) *Mechanical parking* means mechanical parking lifts, robotic parking systems, and/or vehicle elevators.

(b) *Mechanical parking lift* means an automated mechanism that lifts vehicles to make space available to park other vehicles below it in a vertical tandem fashion.

(c) *Robotic parking system* means a mechanical garage using elevator systems to hoist individual vehicles from receiving areas to separate auto storage areas.

(d) *Vehicle elevator* means an elevator used for motor vehicles in lieu of ramps within a parking structure.

(2) Parking spaces to be used to satisfy accessory off-street parking requirements must conform to the provisions of this chapter and include all-weather surface areas, meet minimum parking space dimensions, drive aisle widths, and required pavement markings. The use of mechanical parking devices, robotic parking systems and vehicle elevators to satisfy off-street parking requirements shall be permitted, subject to the provisions set forth herein.

(3) Exceptions to the mechanical and robotic parking systems provisions may be considered by the Town Council on a case-by-case basis.

(4) All mechanical and robotic parking systems alternative parking arrangements shall be subject to the following provisions:

- (a) The system and components have a minimum service life of twenty (20) Years and specify periodic maintenance requirements in a maintenance manual to meet the life expectancy. Minimum life based upon minimum five (5) lift cycles per day.
- (b) The contractor / manufacturer shall warrant all equipment and the installation (100% parts and labor) for a period of one (1) year from date of final acceptance.
- (c) The parking lift stacker design shall provide for dependent parking spaces by lifting a vehicle onto a platform vertically so that a second vehicle can park underneath the first. In order to retrieve a vehicle from a lifted platform, the vehicle that is parked beneath the platform must be moved.
- (d) At a minimum all lifts shall have galvanized steel platforms and galvanized support steel legs / structures with suitable bases securely bolted to the floor. Lifts must be mechanically anchored (embedded or bolted) and cannot be glued or epoxied to the floor.
- (e) Platforms must be solid without gaps or holes in the platform and designed to catch any water, or other fluids, from dripping off of a raised vehicle onto a vehicle parked below the platform.
- (f) All surfaces of a vehicle platform where tires will touch shall have an anti-skid surface.
- (g) The minimum platform support length must be 16 feet in length with a minimum usable platform width of 7 feet 7 inches.

- (h) The platform design shall keep a vehicle level from side-to-side and from front to back during the entire lifting travel. All platforms shall have wheel stop mechanisms to alert the driver before driving too far onto a lift mechanism.
- (i) Have a minimum rated lift capacity of 2.7 tons.
- (j) Utilize a hydraulic lift mechanism with a shared power supply. Lift mechanisms may not use wire cables as part of the mechanism. Lifting mechanism shall utilize one hydraulic cylinder.
- (k) All raised platforms shall be capable of being lowered without the need of electrical power. However, an emergency power generator (EPG) or equivalent backup power supply acceptable to the Town shall be provided to operate the lifts if electrical power is lost.
- (l) Safety Devise – Each parking lift unit shall have a redundant mechanical locking mechanism to prevent lowering of a raised vehicle platform due to loss of power or loss of hydraulic fluid. The locks shall be mechanically applied and electronically released.
- (m) The design of the mechanical lifts shall provide that the structural legs supporting the raised platform shall be positioned to allow easy access to vehicle doors parked on or below the platform.
- (n) All vehicle lifts shall be capable of operating with a minimum vertical clearance of 12 feet. Further, for each mechanical lift unit, one of the parking spaces (raised or ground floor) shall be capable of parking a standard SUV or similarly sized vehicle with a minimum of 7 feet of vertical clearance.
- (o) The entire vehicle lift mechanism designed as a complete system, and its electronic control system shall be approved safe by an OSHA approved National Recognized Testing Laboratory (NRTL) such as Underwriters Laboratory, UL, TUV, INTERTEK or the like as listed on the OSHA website of approved NRTLs. Non-OSHA approved NRTL certificates shall not be accepted.
- (p) Valet parking for vehicle lift systems is mandatory for multifamily residential and commercial uses, including hotels and motels, unless the town council approved otherwise. If a multifamily residential complex has 9 or less dwelling units, mandatory valet parking is not required due to the operational cost. In all instances, the property owner's association

must ensure that lift systems are maintained and used regularly as intended. No person shall operate a mechanical vehicle lift unless trained in the operation thereof, and no off-site parking may occur that would negatively affect neighboring properties, unless specifically approved by the Town. For clarity, for single-family homes, two-family homes (duplexes) or townhouse type developments valet parking is not required for vehicle lifts. The minimum quantity of parking spaces for single-family homes, two-family homes (duplexes) or townhouse type developments shall not count a raised vehicle lift parking space.

(5) Notwithstanding the above provisions, for any land development project that was approved by the Town prior to the adoption of these Code provisions (December X, 2022), such approvals and installations are deemed vested and grandfathered. The term “approved by the Town” shall include any of the following:

(a) A project that has received a Site Development Plan approval from the Design Review Board and/or Town Council that has not expired (within specified timeframes to file for building permits / has been issued a valid project approval extension pursuant to Town Code / State Law / Executive Order / etc.).

(b) A project that has been issued and holds a valid Building Permit for at least a principal structure on a site, and upon which active construction is ongoing.

(c) A completed land development project that has received either a Temporary Certificate of Occupancy or Final Certificate of Occupancy from the Town.

(6) Any complexes with pre-existing installations are encouraged to modify and update their installations to the extent possible. If an existing mechanical lift system is replaced, any new lift system shall comply with the latest Town Code requirements.

(7) Existing multifamily buildings - Existing multifamily buildings with a deficiency of parking may utilize mechanical parking devices within an existing parking structure area if approved by the town council. All parking lifts shall be located within a fully enclosed parking garage and shall not be visible from exterior view. No outside parking lifts shall be permitted.

(8) As part of the Town’s review process for the use of mechanical parking devices, robotic parking systems and/or vehicle elevators under any of the provisions of this section, the following review criteria shall be evaluated when considering each application for the use of mechanical parking systems:

(a) Whether the proposed use of mechanical parking results in an improvement of design characteristics and compatibility with the surrounding neighborhood and has demonstrated how the scale, mass, volume, and height of the building are reduced by the use of mechanical parking.

(b) Whether parking lifts or mechanisms are located inside, within a fully enclosed building, and not visible from exterior view.

(c) In cases where mechanical parking lifts are used for self-parking in multifamily residential buildings, whether approval is conditioned upon the proper restrictive covenant being provided limiting the use of each lift to the same unit owner.

(d) In cases where mechanical parking lifts are used for valet parking, whether approval is conditioned upon the proper restrictive covenant being provided stipulating that a valet service or operator must be provided for such parking for so long as the use continues.

(e) Whether a proposed operations plan, including hours of operation, number of employees, maintenance requirements, noise specifications, and emergency procedures, has been provided.

(9) Mechanical parking devices, robotic parking systems, and/or vehicle elevators must also satisfy the following conditions:

(a) The noise or vibration from the operation of mechanical parking lifts, car elevators, or robotic parking systems shall not be plainly audible to or felt by any individual standing outside the complex at any adjacent or nearby property. In addition, noise and vibration barriers shall be utilized to ensure that surrounding walls decrease sound and vibration emissions outside of the parking garage.

(b) All mechanical lifts must be designed to prevent lowering of the lift when a vehicle is parked below the lift.

(c) All mechanical parking systems, including lifts, elevators, and robotic systems, must be inspected, and certified as safe and in good working order by a licensed engineer or the elevator authority having jurisdiction at least once per year and the findings of the inspection shall be summarized in a report signed by the same licensed engineer or firm, or the elevator authority having jurisdiction. Such report shall be furnished to the planning director and the building official; and

(d) All parking lifts shall be maintained and kept in good working order.

AGENDA ITEM REPORT

November 28, 2022

ITEM NUMBER: 10.

ITEM: Consideration and Approval of a Resolution regarding FY 2022-2023 Budget Amendment No. 1 to (i) appropriate monies in the FY 2022-2023 Budget to fund the cost of the Town Public Works Director and Town Planner Positions and review of the Comprehensive Plan and the Town Charter; and (ii) for the replacement of three (3) sanitary sewer pumps at the Main Pump Station D and Discharge Piping Rehabilitation project. The actual cost of the sanitary sewer pumps project was reduced from \$1,194,350 to \$900,000.00, due to the different specifications required by Miami-Dade County. Only \$772,000 will need to be appropriated from reserves as \$128,000.00 is currently available in current Fiscal Year revenues. The work is critical and considered an emergency. The project resulted from Hurricane Ian and the cost will be submitted to FEMA for potential reimbursement.

DESCRIPTION:

A budget amendment is on the Town Council Meeting agenda to cover costs related to the review of the Comprehensive Plan, Charter Review and the separation of the Town Engineer and Public Works Director position.

Comprehensive Plan, Charter Review

The Comprehensive Plan and Charter Review processes are expected to be lengthy and costly, as consultants and a Town Planner will need to be retained. As this matter was not budgeted, a budget amendment is needed to cover the cost.

Replacement of Three (3) Sanitary Sewer Pumps

At the October 19, 2022 Town Council Meeting, the Town Council approved a proposal in the amount of \$1,194,350.00 from David Mancini & Sons, Inc. for the emergency replacement of the three (3) sanitary sewer pumps at the Main Pump Station D, including deteriorated piping and valves. The actual cost was reduced to \$900,000.00, due to different specifications required by Miami-Dade County. As a result, only \$772,000 will need to be appropriated from reserves as \$128,000.00 is currently available in current Fiscal Year revenues.

A Budget Amendment is required for \$772,000 to be taken from the Reserves, since this project is not in the Fiscal Year 2022-2023 budget. The work is critical and considered an emergency. The project resulted from Hurricane Ian and the cost will be submitted to FEMA for potential reimbursement.

Please note the following comments from former Town Engineer / Public Works Director Jose Custodio regarding the pumps:

"The existing three (3) sanitary sewer pumps at the Town's Main Pump Station D were installed in 2002. The condition of these pumps is becoming deteriorated by the corrosive environment in the well.

As a result of the emergency of September 29, 2022, one (1) of the pumps is not operating and the

electrical system of the second pump is damaged. This pump currently works but becomes overheated if used continuously. The remaining pump is currently working but has presented problems in the past. A fourth backup pump is currently in the shop under repair.

These pumps should be replaced soon to avoid a similar situation in the future.

Director of Public Works and Town Engineer

Due to the volume of infrastructure and various public works projects, the positions of Director of Public Works and Town Engineer need to be bifurcated. Jose Custodio resigned from his position as Director of Public Works/Town Engineer, effective November 10th. A new Director of Public Works and a new Town Engineer have been selected.

RECOMMENDED ACTION:

Approve

FINANCIAL ANALYSIS:

1. Appropriate unrestricted General Fund Fund Balance (Reserves) in the amount of \$215,724.00, and appropriate Regular Salaries and Wages, FICA Taxes, Group Insurance, Worker's Compensation Insurance and Unemployment Compensation Insurance (combined personnel services) in the amount of \$215,724.00 for Town's Planner and Public Works Director positions.

2. Appropriate Causeway Fund Regular Salaries and Wages, FICA Taxes, Group Insurance, Worker's Compensation Insurance and Unemployment Compensation Insurance (combined personnel services) in the amount of \$73,342.00 for the Public Works Director position.

3. (i) Appropriate Sewer Fund, Regular Salaries and Wages, FICA Taxes, Group Insurance, Worker's Compensation Insurance and Unemployment Compensation Insurance (combined personnel services) in the amount of \$22,062.00 for the Public Works Director position; (ii) Appropriate Sewer Fund unrestricted Fund Balance (Reserves) in the amount of 772,000.00 for a \$900,000.00 Sewer Pumps Station Replacement and Discharge Piping Rehabilitation project. This project was caused by Hurricane Ian, and the cost of the project will be submitted to FEMA for potential reimbursement.

4. Appropriate Water Fund, Regular Salaries and Wages, FICA Taxes, Group Insurance, Worker's Compensation Insurance and Unemployment Compensation Insurance (combined personnel services) in the amount of \$14,758.00 for the Public Works Director position.

5. Appropriate Parking Fund, Regular Salaries and Wages, FICA Taxes, Group Insurance, Worker's Compensation Insurance and Unemployment Compensation Insurance (combined personnel services) in the amount of \$7,375.00 for the Public Works Director position.

6. Appropriate Stormwater Fund Regular Salaries and Wages, FICA Taxes, Group Insurance, Worker's Compensation Insurance and Unemployment Compensation Insurance (combined personnel services) in the amount of \$3,692.00 for the Public Works Director position.

BUDGET IMPACT:

Name	Impact	Fund(s)	Account(s)	Project #(s)	Amount
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	Date				Budgeted
Public Works Director and Planner Positions	11/28/2022	\$215,724.00	001.9990.382010.000 - Fund Balance	PW Director and Town Planner	\$0.00
Public Works Director and Planner Positions	11/28/2022	\$215,724.00	Various General Fund Accounts	PW Director and Town Planner	\$0.00
Public Works Director Position	11/28/2022	\$73,342.00	Various Causeway Fund Accounts	PW Director	\$0.00
Public Works Director Position	11/28/2022	\$22,062.00	Various Sewer Fund Accounts	PW Director	\$0.00
Appropriation of Revenues from Reserves: Sewer Pumps Station Replacing and Discharge Piping Rehabilitation	11/28/2022	\$772,000	402.9990.382010.000	Appropriation of Revenues from Reserves: Sewer Pumps Station Replacement and Discharge Piping Rehabilitaion	\$0.00
Appropriation of Capital Outlay: Sewer Pumps Station Replacing and Discharge Piping Rehabilitation	11/28/2022	\$772,000	4025350.400063.000	Appropriation of Capital Outlay: Sewer Pumps Station Replacement and Discharge Piping Rehabilitaion	\$0.00
Public Works Director Position	11/28/2022	\$14,758.00	Various Water Fund Accounts	PW Director	\$0.00
Public Works Director Position	11/28/2022	\$7,375.00	Various Parking Fund Accounts	PW Director	\$0.00
Public Works Director Position	11/28/2022	\$3,692.00	Various Stormwater Fund Accounts	PW Director	\$0.00

Submitted By: Maria Lasday, Town Manager
Maria Lasday, Town Manager

ATTACHMENTS

1.	FY 2022-2023 Budget Amendment No 1 Memo
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2.	Budget Amendment_No 1 Worksheet Attachment A
3.	Resolution for FY 2022-2023 Budget Amendment No 1_11.28.2022



TOWN OF BAY HARBOR ISLANDS MEMORANDUM

DATE: NOVEMBER 28, 2022
TO: HONORABLE MAYOR, VICE-MAYOR, AND MEMBERS OF THE TOWN COUNCIL
FROM: MARIA LASDAY, TOWN MANAGER
RE: FY 2022/2023 BUDGET AMENDMENT NO. 1

The State of Florida, the Charter of the Town of Bay Harbor Islands, and sound financial management practices require monitoring of the Town's budgetary condition. Budget requirements include maintaining a balanced budget and a prohibition against entering into encumbrances for which there is not sufficient appropriation.

The Town Council monitors the budget to actual summary at the fund level monthly on each agenda. The Town Manager is authorized by the Charter to make adjustments within funds so long as the appropriation for each fund is not exceeded. The purpose of this budget amendment is for the Town Council to amend the FY 2022/2023 annual budget and to recognize changes in revenues and expenditures that differ from the adopted budget.

The attached document represents the amendment that ensures compliance with State law, Town Charter, and sound financial management practices.

Staff has reviewed the FY 2022/2023 actual revenues and expenditures and recommends a change to the FY 2022/2023 annual budget as follows:

GENERAL FUND (Attachment A)

The General Fund is being amended to:

1. Appropriate \$215,724.00 from current year's unrestricted Fund Balance (Reserves) for Regular Salaries and Wages, FICA Taxes, Retirement Contributions, Group Insurance, Worker's Compensation Insurance and Unemployment Compensation Insurance (Combined Personnel Services) expenditures to account for Town's Planner and Town's Public Works Director positions.

CAUSEWAY FUND (Attachment A)

The Causeway Fund is being amended to:

1. Appropriate \$73,342.00 for Regular Salaries and Wages, FICA Taxes, Retirement Contributions, Group Insurance, Worker's Compensation Insurance and Unemployment Compensation Insurance (Combined Personnel Services) expenditures to account for Town's Public Works Director position.

SEWER FUND

The Sewer Fund is being amended to:

1. Appropriate \$22,062.00 for Regular Salaries and Wages, FICA Taxes, Retirement Contributions, Group Insurance, Worker's Compensation Insurance and Unemployment Compensation Insurance (Combined Personnel Services) expenditures to account for Town's Public Works Director position.
2. Appropriate \$772,000.00 from Sewer Fund unrestricted Fund Balance (Reserves) for \$900,000.00 for replacement of the Sewer Station Pumps and Discharge Piping Rehabilitation project. This project was caused by the Hurricane Ian, and the cost of the project will be submitted to FEMA for potential reimbursement.

WATER FUND

The Water Fund is being amended to:

1. Appropriate \$14,758.00 for Regular Salaries and Wages, FICA Taxes, Retirement Contributions, Group Insurance, Worker's Compensation Insurance and Unemployment Compensation Insurance (Combined Personnel Services) expenditures to account for the Town's Public Works Director position.

PARKING FUND

The Parking Fund is being amended to:

1. Appropriate \$7,375.00 for Regular Salaries and Wages, FICA Taxes, Retirement Contributions, Group Insurance, Worker's Compensation Insurance and Unemployment Compensation Insurance (Combined Personnel Services) expenditures to account for the Town's Public Works Director position.

STORM WATER FUND

The Storm Water Fund is being amended to:

1. Appropriate \$3,692.00 for Regular Salaries and Wages, FICA Taxes, Retirement Contributions, Group Insurance, Worker's Compensation Insurance and Unemployment Compensation Insurance (Combined Personnel Services) expenditures to account for the Town's Public Works Director position.

Town of Bay Harbor Islands, Florida
Amendments to the 2022-2023 Budget
Attachment A

Fiscal Year 2022/2023

Budget Amendm. No. 1

Fund Nos. **001 General Fund**
 401 Causeway Fund
 402 Sewer Fund
 403 Water Fund
 404 Parking Fund
 406 Stormwater Fund

Account Number	Account Description	Justification	Original/Adjusted Budget	Increase	Decrease	Adjusted Budget
GENERAL FUND						
REVENUES						
001.9990.382010.000	Appropriation From Fund Balance	To Appropriate Fund Balance for Expenditures below	\$ -	\$ 215,724.00	\$ -	215,724.00
TOTAL	GENERAL FUND REVENUES			\$ 215,724.00		
EXPENDITURES						
001.5240.400012.000	Regular Salaries and Wages	Appropriate General Fund Personnel Services to include Town Planner position	808,521.00	121,920.00	-	930,441.00
001.5240.400021.000	F.I.C.A Taxes		61,852.00	9,327.00	-	71,179.00
001.5240.400022.000	Retirement Contribution		65,929.00	9,942.00	-	75,871.00
001.5240.400023.000	Group Insurance		59,962.00	12,000.00	-	71,962.00
001.5240.400024.000	Workers' Compensation		1,500.00	200.00	-	1,700.00
001.5240.400025.000	Unemployment Compensation		3,392.00	100.00	-	3,492.00
001.5410.400012.000	Regular Salaries and Wages	Appropriate General Fund Personnel Services to include Public Works Director position	84,303.00	50,088.00	-	134,391.00
001.5410.400021.000	F.I.C.A Taxes		6,449.00	3,832.00	-	10,281.00
001.5410.400022.000	Retirement Contribution		6,874.00	4,085.00	-	10,959.00
001.5410.400023.000	Group Insurance		20,394.00	4,080.00	-	24,474.00
001.5410.400024.000	Workers' Compensation		2,000.00	100.00	-	2,100.00
001.5410.400025.000	Unemployment Compensation		363.00	50.00	-	413.00
TOTAL	GENERAL FUND EXPENDITURES			\$ 215,724.00		

CAUSEWAY FUND						
401.5415.400012.000	Regular Salaries and Wages	Appropriate Causeway Fund Personnel Services to include Public Works Director position	1,614,628.00	58,928.00	-	1,673,556.00
401.5415.400021.000	F.I.C.A Taxes		128,721.00	4,508.00	-	133,229.00
401.5415.400022.000	Retirement Contribution		137,206.00	4,806.00	-	142,012.00
401.5415.400023.000	Group Insurance		257,015.00	4,800.00	-	261,815.00
401.5415.400024.000	Workers' Compensation		3,308.00	200.00	-	3,508.00
401.5415.400025.000	Unemployment Compensation		7,287.00	100.00	-	7,387.00
TOTAL	CAUSEWAY FUND EXPENDITURES			\$ 73,342.00		
SEWER FUND						
REVENUES						
402.9990.382010.000	Appropriation From Fund Balance	To Appropriate Fund Balance for Expenditures below	\$ -	\$ 772,000.00	\$ -	772,000.00
TOTAL	SEWER FUND REVENUES			\$ 772,000.00		
402.5350.400012.000	Regular Salaries and Wages	Appropriate Sewer Fund Personnel Services to include Public Works Director position	267,634.00	17,678.00	-	285,312.00
402.5350.400021.000	F.I.C.A Taxes		22,387.00	1,352.00	-	23,739.00
402.5350.400022.000	Retirement Contribution		23,862.00	1,442.00	-	25,304.00
402.5350.400023.000	Group Insurance		47,819.00	1,440.00	-	49,259.00
402.5350.400024.000	Workers' Compensation		5,308.00	100.00	-	5,408.00
402.5350.400025.000	Unemployment Compensation		1,431.00	50.00	-	1,481.00
402.5350.400063.000	Improvements (Excl. Buildings)	Sewer Pump Station Replacing and Discharge Piping Rehabilitation	525,000.00	900,000.00	-	1,425,000.00
TOTAL	SEWER FUND EXPENDITURES			\$ 922,062.00		

WATER FUND						
401.5415.400012.000	Regular Salaries and Wages	Appropriate Water Fund	281,198.00	11,785.00	-	292,983.00
401.5415.400021.000	F.I.C.A Taxes	Personnel Services to include	22,506.00	902.00	-	23,408.00
401.5415.400022.000	Retirement Contribution	Public Works Director	23,990.00	961.00	-	24,951.00
401.5415.400023.000	Group Insurance	position	67,247.00	960.00	-	68,207.00
401.5415.400024.000	Workers' Compensation		3,206.00	100.00	-	3,306.00
401.5415.400025.000	Unemployment Compensation		1,549.00	50.00	-	1,599.00
TOTAL	WATER FUND EXPENDITURES			\$ 14,758.00		
PARKING FUND						
401.5415.400012.000	Regular Salaries and Wages	Appropriate Parking Fund	188,513.00	5,893.00	-	194,406.00
401.5415.400021.000	F.I.C.A Taxes	Personnel Services to include	15,339.00	451.00	-	15,790.00
401.5415.400022.000	Retirement Contribution	Public Works Director	16,350.00	481.00	-	16,831.00
401.5415.400023.000	Group Insurance	position	27,119.00	480.00	-	27,599.00
401.5415.400024.000	Workers' Compensation		2,200.00	50.00	-	2,250.00
401.5415.400025.000	Unemployment Compensation		500.00	20.00	-	520.00
TOTAL	PARKING FUND EXPENDITURES			\$ 7,375.00		
STORM WATER FUND						
401.5415.400012.000	Regular Salaries and Wages	Appropriate Stormwater	34,734.00	2,946.00	-	37,680.00
401.5415.400021.000	F.I.C.A Taxes	Personnel Services to include	2,848.00	226.00	-	3,074.00
401.5415.400022.000	Retirement Contribution	Public Works Director	3,036.00	240.00	-	3,276.00
401.5415.400023.000	Group Insurance	position	4,288.00	240.00	-	4,528.00
401.5415.400024.000	Workers' Compensation		620.00	30.00	-	650.00
401.5415.400025.000	Unemployment Compensation		200.00	10.00	-	210.00
TOTAL	STORM WATER FUND EXPENDITURES			\$ 3,692.00		

RESOLUTION NO. _____

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN
OF BAY HARBOR ISLANDS, FLORIDA, APPROVING
BUDGET AMENDMENT NO. 1 FOR THE FISCAL YEAR
2022/2023 BUDGET; PROVIDING FOR INCORPORATION
OF RECITALS; PROVIDING FOR IMPLEMENTATION;
AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, on September 28th, 2022, the Town Council of the Town of Bay Harbor Islands (the “Town”) adopted Resolution No. 2280 approving the Budget for Fiscal Year 2022/2023 and establishing revenues and appropriations for the Town; and

WHEREAS, the General Fund is being amended to (i) appropriate \$215,724.00 from Current Year’s unrestricted Fund Balance (Reserves) for (ii) Regular Salaries and Wages, FICA Taxes, Retirement Contributions, Group Insurance, Worker’s Compensation Insurance and unemployment Compensation Insurance (Combined Personnel Services) regarding Town’s Planner and Town’s Public Works Director personnel services. These positions were not included during FY 2022-2023 Budgeting process; however, it later became apparent that they are critical for the efficient operations of the Town; and

WHEREAS, the Causeway Fund is being amended (i) to increase appropriations in the amount of \$73,342.00 for Regular Salaries and Wages, FICA Taxes, Retirement Contributions, Group Insurance, Worker’s Compensation Insurance and unemployment Compensation Insurance (Combined Personnel Services) regarding the Town’s Public Works Director personnel services; and

WHEREAS, the Sewer Fund is being amended (i) to increase appropriations in the amount of \$22,062.00 for Regular Salaries and Wages, FICA Taxes, Retirement Contributions, Group Insurance, Worker’s Compensation Insurance, and unemployment Compensation Insurance (Combined Personnel Services) regarding the Town’s Public Works Director personnel services.

(ii) appropriate \$772,000.00 from Sewer Fund unrestricted Fund Balance (Reserves) for \$900,000.00 Sewer Pumps Station Replacement and Discharge Piping Rehabilitation project. This project was caused by Hurricane Ian and the cost of the project will be submitted to FEMA for potential reimbursement; and

WHEREAS, the Water Fund is being amended (i) to increase appropriations in the amount of \$14,758.00 for Regular Salaries and Wages, FICA Taxes, Retirement Contributions, Group Insurance, Worker's Compensation Insurance, and unemployment Compensation Insurance (Combined Personnel Services) regarding Town's Public Works Director personnel services; and

WHEREAS, the Parking Fund is being amended (i) to increase appropriations in the amount of \$7,375.00 for Regular Salaries and Wages, FICA Taxes, Retirement Contributions, Group Insurance, Worker's Compensation Insurance and unemployment Compensation Insurance (Combined Personnel Services) regarding Town's Public Works Director personnel services; and

WHEREAS, the Stormwater Fund is being amended (i) to increase appropriations in the amount of \$3,692.00 for Regular Salaries and Wages, FICA Taxes, Retirement Contributions, Group Insurance, Worker's Compensation Insurance and unemployment Compensation Insurance (Combined Personnel Services) regarding Town's Public Works Director personnel services; and

WHEREAS, an increase to the budgeted revenue estimates and expenditure estimates is required for the General Fund to comply with the Florida Statutes and the Town's commitment to sound budgeting practices, where budgeted expenditures may not exceed anticipated revenues; and

WHEREAS, the Town Council desires to amend the Fiscal Year 2022/2023 budget by amending the General Fund as set forth in Attachment "A" attached hereto; and

WHEREAS, the Town Commission finds that this Resolution is in the best interest and welfare of the residents of the Town.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE
TOWN OF BAY HARBOR ISLANDS, FLORIDA, AS FOLLOWS:**

Section 1. Recitals. The foregoing recitals are adopted and hereby incorporated as if fully set forth herein.

Section 2. Approval of Budget Amendment No. 1. The Town Council approves the 2022/2023 fiscal year Budget Amendment No. 1 as provided for above and set forth in Attachment “A” attached hereto.

Section 3. Severability. If any section, sentence, clause, or phrase of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. Conflicts. All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are repealed to the extent of such conflict.

Section 5. Effective Date. This Resolution shall be in full force and take effect upon its passing and adoption.

PASSED on First Reading this 28th day of November 2022.

TOWN OF BAY HARBOR ISLANDS

By: _____
Joshua D. Fuller, Mayor

ATTEST:

Yvonne Hamilton,
Town Clerk

APPROVED AS TO FORM:

Greenspoon Marder LLP
Town Attorneys
By: Joseph Geller, Esq.,

Inclusions

EXHIBIT “A”

AGENDA ITEM REPORT

November 28, 2022

ITEM NUMBER: 11.

ITEM: Discussion and Possible Action regarding re-appointment of members to the Design Review Board for the 2022-2024 Term. Enclosed are applications/resumes for appointment and reappointments.

DESCRIPTION:

The following Board Members' term expired on November 17, 2022, and they have expressed interest in being reappointed to the Design Review Board for the 2022-2024 Term:.

- * Janet Adler-Real Estate Broker
- * Alan Bebachik-MS Project Management/BS Civil Engineer
- * Steven Hurwitz- Real Estate Broker

Cristina I. Magdaleno (Licensed Architect) 350 N.E. 24th Street, Miami, Florida has applied for membership to the Board.

Individuals appointed to the Design Review Board must meet the requirements of the Town's Ordinance, outlined in Chapter 5, Section 5-23-01 for professional and resident mix, and must be appointed by five (5) votes of the Town Council.

The following members currently serve on the Board for the 2021-2023 Term.

- * Matthew Barnard - Architect
- * Jed Frankel-Attorney
- * Wesley Kean-Architect

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Application-Resumes for DRB Re-Appointment and New Appointment
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Sec. 5-23.01. Design review board membership; appointment; vacancies; terms; removal; meetings; officers; and quorum.

- (a) *Members.* Effective November 30th, 2021, the planning and zoning board which heretofore existed, shall be retitled as the design review board, consisting of seven members. Up to five of the members shall be presently employed full time or were employed full time in the field of engineering, architecture, land use and zoning law, city planning, construction, or any other field which substantially relates to the planning and development of real estate. The professional members are not required to be residents of Bay Harbor Islands. The two remaining members shall be residents of the town for a minimum of one year and they are not required to possess any professional license or professional designation. Each member of the design review board shall serve on the design review board for a two-year term unless they resign, are no longer able to serve, or are otherwise removed as set forth in subsection (d).
- (b) *Staggered board.* The design review board shall be a staggered board. As such, as a one-time event in 2020, three of the seven appointed members appointed by the town council (who shall be selected randomly through a lottery type drawing") shall serve on the design review board for a one-year term. After the 2020 appointments, each member shall be appointed to serve on the design review board for two-year terms as set forth in subsection (a), above.
- (c) *Appointment to the design review board.* Each town council member shall submit one or more persons as candidates for consideration by the town council for appointment to the design review board. In order for a candidate to be appointed to the design review board, the candidate must meet the membership requirement of subsection (a) and must be approved by at least five town council members.
- (d) *Vacancies.* Should a design review board member resign, lose the residency requirement of subsection (b), be removed pursuant to subsection (d), or otherwise not be able to serve on the design review board for whatever reason, the member's vacancy shall be filled pursuant to subsection (b).
- (e) *Removal of members.* The town council, upon the vote of at least five council members, may remove any design review board member, with or without cause, at any time. Any member who misses three consecutive regularly scheduled design review board meetings or misses five meetings in any 12-month period may be removed from the design review board.
- (f) *Meetings.* One regularly scheduled design review board meeting shall occur in the evening on the first Tuesday of every month or as otherwise needed. If additional meeting(s) during the month are desired, the chairperson or at least two members of the board, or the mayor, or at least two town council members, may request a meeting.
- (g) *Officers.* One member shall be elected by the design review board as chairperson. One member shall be elected by the design review board as vice-chairperson. The chairperson and vice-chairperson shall serve a term of one year. A new election shall occur at the conclusion of the one-year term. In the event that the chairperson position becomes vacant within the one-year term, the vice-chairperson shall be appointed as chairperson for the duration of the prior chairperson's term and the design review board shall elect a member to the vice-chairperson position for the duration of the prior vice-chairperson's term. The chairperson shall preside at all design and review board meetings. In the chairperson's absence, the vice-chairperson shall preside. The chairperson shall submit any and all reports and recommendations of the design review board to the town council. The town shall provide a secretary for the design review board, and the town clerk shall be the custodian of all records, books, and journals of the design review board.
- (h) *Quorum.* Four present members shall constitute a quorum.
- (i) *[Rules, regulations.]* The town council shall promulgate such rules and regulations as may be reasonably necessary to govern the operations of the design review board in performance of its duties. Proper public meeting decorum shall occur, with respect for landowners, developers, and design professionals.

(Ord. No. 840, § 1, 7-14-08; Ord. No. 1022, § 1(Exh. A), 8-13-18; Ord. No. 1069 , § 2(Exh. A), 11-30-21)

APPLICATIONS FOR RE-APPOINTMENT



TOWN OF BAY HARBOR ISLANDS

DESIGN REVIEW BOARD

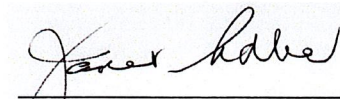
REQUEST FOR RE-APPOINTMENT

Janet Adler

Name of the Board Member

☒ I would like to request reappointment to the Bay Harbor Islands Design Review Board for the 2022-2024 Term.

☐ I would like to give another individual the opportunity to serve on the Bay Harbor Islands Design Review Board for the 2022-2024.



Signature

JANET ADLER
10350 W Bay Harbor Drive
Bay Harbor Islands, Fl. 33154
(212) 427 3809 – (917) 834 2246
Janet@Janetadlerrealty.com

WORK EXPERIENCE

REAL ESTATE BROKER

1995 - present

Janet Adler Real Estate

Janet Adler Real Estate was incorporated in 1995 to accommodate a developing referral business and has consistently had a combination of sales and rentals in the multi millions of dollars both in Manhattan, Brooklyn and Las Vegas, Nevada. Running the company has entailed networking, advertising, establishing pricing, negotiating, having board packages completed in a timely manner, directing open houses and closing the sale. Keeping abreast of the market via classes and literature has been an important function of the job.

SALES ASSOCIATE – ASSOCIATE BROKER

1991 - 1995

Feathered Nest

During the first months at Feathered Nest I developed a sales manual for the company which was given to all of the employees. The following years I learned the buildings, rented a number of apartments, became an associate broker and started to emerge as a sales broker. .

DISTRICT MANAGER

1971 - 1990

ADLER BUSINESS MACHINES

I was the first female District Manager working for a National Company in America. I covered three States; part of New York, all of New Jersey and all of Connecticut. My responsibilities included representing the company to major corporations, assigning dealers to an area and setting their goals. I was also responsible for the training of their salespeople with our product line. I was fortunate to win a number of sales contests which afforded me the opportunity to travel to a number of different Countries. My territory had the largest sale in the history of the company; 7,000 typewriters to The Aetna Insurance Company. During the 21 years I was with Adler Business Machines the company was merged or sold three times. When it was sold to Olivetti the management decided to discontinue all outside sales personnel.

TRAINING COORDINATOR

1969 - 1971

Adler Business Machines

My responsibilities included training the sales people working in the dealerships in the Northeastern States from Vermont to Washington, DC. I represented the company at major conventions and presented new products to the industry and to major accounts. During that time I opened both Sikorsky Aircraft and Xerox Corporation amongst others.

JANET ADLER
10350 W Bay Harbor Drive
Bay Harbor Islands, Fl. 33154
(212) 427 3809 – (917) 834 2246
Janet@Janetadlerrealty.com

PERSONAL EXPERIENCE

I moved to Bay Harbor in 2012 for the second time. I first moved to Bay Harbor in 1957 and am pleased to see that the building I moved in to over 60 years ago still stands. In 2016 my partner and I started a Farmers Market in Bay Harbor. I have been on the Board of Island Pointe for four (4) terms. I joined Planning and Zoning just before the name was changed to Design and Review



TOWN OF BAY HARBOR ISLANDS

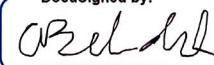
DESIGN REVIEW BOARD

REQUEST FOR RE-APPOINTMENT

Alan Bebcchik

Name of the Board Member

- ☒ I would like to request reappointment to the Bay Harbor Islands Design Review Board for the 2022-2024 Term.
- ☐ I would like to give another individual the opportunity to serve on the Bay Harbor Islands Design Review Board for the 2022-2024.

DocuSigned by:

A2F277827B6E484...

Signature

Alan Bebchik
1025 92nd St | Miami, FL 33154
(305) 318-9016 | abebchik@gmail.com

EDUCATION

THE UNIVERSITY OF CHICAGO BOOTH SCHOOL OF BUSINESS

Master of Business Administration

Chicago, IL
Sep 2013 – Aug 2015

NORTHWESTERN UNIVERSITY

Master of Science in Project Management

Evanston, IL
Sep 2011 – Jun 2012

UNIVERSITY OF FLORIDA

Bachelor of Science in Civil Engineering

Gainesville, FL
Aug 2005 – Dec 2009

EXPERIENCE

THE ROUNDS

General Manager

Miami, FL
Mar 2022 – Sep 2022

- Launched the Miami market for The Rounds, overseeing Operations, Marketing, and Business Development with full P&L ownership. Manage an organization of over 40 FTE
- Responsible for innovation in our market, from expanding into new modalities of transportation, to being the first market to stand up reverse logistics of our operations
- Led our Lifecycle Marketing and Product teams, growing Average Order Value by 10% MOM by shipping new product features and coordinating weekly marketing campaigns for all of the company's members

GOOGLE

Launch Program Manager LATAM

Miami, FL
Jul 2021 – Mar 2022

- Responsible for launching all new and expansions Google Nest Hardware products across the LATAM region
- Coordinate new product launches end-to-end across 50 different cross-functional teams in 12 different countries
- Drive the strategy and growth for the region, navigate the organization in order to unblock problems and keep projects on schedule and on budget helping drive a portfolio of over \$50M in revenue

SPIN

General Manager

Miami, FL
Oct 2020 – Jul 2021

- Responsible for leading the Florida Operations across nine markets. Own the P&L and manage a team of over 100 FTE
- Responsible for launching four new markets from the ground up from forecasting, to RFP response, to launch coordination
- Grew revenue by 250% since joining the company by launching new markets and growing our presence in existing markets
- Manage our relationships with city officials and university partners throughout the state while representing the company with the press or any type of media coverage in our markets

UBER

General Manager

Miami, FL
Mar 2020 – Jul 2020

- Responsible for launching Uber Works marketplace for South Florida. Grew revenue 100% each week in first months
- Provide temporary workers to businesses with flexible on-demand job opportunities while maintaining our fill rates at over 98%
- Hired, onboarded, trained, and supervised a team of 10 FTEs - conducting weekly one-on-ones and coaching on progress
- Own and manage our P&L. Carve out strategic initiatives with the other Uber business lines while actively supporting and managing our sales funnel

AVINODE GROUP

Business Operations & Strategy Manager

Miami, FL
May 2018 – Mar 2020

- Responsible for setting up the PMO for Avinode Group's two largest business units and delivering a cross functional portfolio of projects throughout the project lifecycle – driving projects from discovery, design, build, adoption, review, and closing
- Increased revenue yield by 20% after launching a revenue operations team. Conducted extensive research to define our pricing and packaging structure using Max/Diff analysis, linear programming, and Van Westendorp analysis
- Launched Paynode, the world's first Fintech solution for the private aviation industry, by leveraging partnerships with global financial providers. Led the product and business development teams
- Established the charter and strategy definition of our Customer Success group working with the product, sales, support and marketing teams to grow our Customer Success capabilities. Projects included: NPS survey deployment, in-system product tours, in-system chat implementation, deploying a new on-demand webinar tool, and launching a customer online academy

- Defined Scedaero's commercial strategy, customer segmentation, and execution, reducing our lead cycle time by 2 months
- Transition the company from on-premise telephony system to a global cloud VoIP solution saving \$10,000 in annual costs

SONDER

Miami, FL

Operations Manager

Jul 2017 – May 2018

- Substantially Improved NPS by 50% in first three months by conducting in-depth data analysis and by training the team
- Created dashboards to monitor recurrent obstacles at check-in and to analyze properties that were underperforming. Reduced direct costs by 35% by renegotiating contracts with telecom and other vendors

CAPGEMINI

Chicago, IL

Project Manager

Jan 2017 – Jul 2017

- Lead the Project Management Office for a six-year, \$158 million engagement with a Fortune 500 cruise line
- Developed short-term strategic plan and managed cross-functional executive team through the "Managed in Place" phase, successfully transitioning 168 employees to Capgemini
- Capgemini top performer in years 2013, 2014, 2016, and awarded excellence performance incentive in year 2014

Service Delivery Manager (Acting)

Mar 2014 – Jan 2017

- Collaborated with the CIO of a major transportation company to support business users through ERP application management; guided team to evaluate and identify opportunities to reduce IT costs
- Supervised off-shore consulting team to ensure efficient delivery of KPIs while maintaining contribution margins

Senior Application Analyst

Jul 2012 – Mar 2014

- Re-engineered on-boarding process for all of business unit accounts, increasing internal staffing turnaround
- Interacted with clients in a distributed service model and worked daily with team members in India, England and Guatemala
- Co-founded HOLA—first Hispanic employee resource group at Capgemini—and was appointed as national lead

BEDECO

Miami, FL

Project Manager

Jan 2010 – Aug 2011

- Managed construction of residential and commercial building projects valued at over \$10MM, completing projects on schedule and on budget by managing a team of cross-functional contractors

ADDITIONAL

- Native Spanish; fluent Hebrew; conversational Portuguese



TOWN OF BAY HARBOR ISLANDS
DESIGN REVIEW BOARD
REQUEST FOR RE-APPOINTMENT

Steven Hurwitz

Name of the Board Member

- ☒ I would like to request reappointment to the Bay Harbor Islands Design Review Board for the 2022-2024 Term.

- ☐ I would like to give another individual the opportunity to serve on the Bay Harbor Islands Design Review Board for the 2022-2024.

Steven Hurwitz

Signature

Steven Hurwitz

Managing Director, Agency Lead South Florida

As Managing Director and South Florida Agency Lead of JLL, Steven Hurwitz specializes in landlord representation for institutional investors, private equity firms and local family offices. Steven has represented clients such as Deutsche Bank, Zurich Insurance, KBS Realty Advisors, Monarch, Tourmaline, CP Partners, Northwood, East End Properties and Ivy Realty. Prior to JLL, Steven lead the firm's office leasing practice at CREC, which was acquired by Colliers International. Steven handled both landlord and tenant representation, and played a key role in new business development. Steven served as Chief of Staff for Miami Beach Mayor Neisen Kasdin from 1995-2000. Following his tenure in government Steven supervised development and construction projects at Codina Group for clients including Prudential and JP Morgan, and was responsible for nearly \$60 million in office development projects.

Education

Mr. Hurwitz received a BA from the University of Wisconsin (Madison, Wisconsin) and earned an MBA at Florida International University (Miami, Florida). He is a graduate of the Greater Miami Chamber of Commerce's Leadership Miami program. Steven is currently is a licensed Florida Real Estate Broker.

Affiliations

Member of the Urban Land Institute's Southeast Caribbean District Council
Board Member of the Greater Miami Jewish Federation
Chairman of the Town of Bay Harbor Islands Design Review Board

Awards

Recipient of the Sandra C. Goldstein Young Leadership Award from the Greater Miami Jewish Federation

EXISTING BOARD MEMBERS
2021-2023

9/9/21

To: Alba L. Chang

I recently became aware, via the town newsletter, of the opportunity to participate in the Planning and zoning Board. I have been a resident of the town for more than a year and greatly interested in being able to participate in and give back to the community. My professional career has been focused on architecture and construction with involvement in architectural design, planning and construction management overseeing building hardening, flood mitigation and resiliency, most notably oversight of a 3,100 linear foot seawall completed in 2021. I would be happy to provide additional information or references as needed, so please feel free to contact me with any questions. I look forward to joining the team.

Sincerely,

Matt Barnard
954-873-6064
Mbarnard.arch@gmail.com

Matt Barnard, R.A., LEED AP

Objective

To approach Planning and Construction management with the same discipline, thoughtfulness and detail oriented methodology characteristic of architectural design. My desire is to work in an environment that allows me to merge both practices; focusing the execution of a project on the anticipation and prevention of obstacles and delivering those solutions with informed and collaborative leadership.

Work Experience

Associate Vice President of Planning & Construction

Mt. Sinai Medical Center (MSMC)

2014 - Present

Miami Beach, FL

In my tenure with MSMC I have created and grown a Design Department which works hand-in-hand with Planning to ensure projects are executed in the best interest of the organization. With the success of this project approach, the organization saw the value in consolidating the Construction, Planning and Design Departments under a single leader. I now oversee the full process from the initial Capital request to completion of construction. Projects are now vetted and executed with a seamless handoff that ensures all critical information is captured and reflected in the final product. In my tenure as AVP, since 2019, I've personally provided \$2M+ of cost avoidance or direct savings to the organization through contract negotiations, planning initiatives and design assessments. Currently managing (2) departments consisting of (15) direct reports, including (2) Director, (2) planners, (9) project managers and (1) AA. The departments are dedicated to Capital Planning, Facility Planning, Design and Construction management for the organization with an overall program value in excess of \$500M over the next (3) years.

Responsibilities:

- **Capital Planning** – oversee the creation and tracking of the Capital Budget for the organization. Requires regular meetings with senior leadership to validate and vet budget requests. Coordination between Facility Planning and Construction to ensure all requests properly reflect the overall cost/scope.
- **Master Planning & Strategic Planning** – oversee the facility Master Plan published in 2015 to ensure conformance and continuity. This effort is paired with the overall Strategic Plan for both campus and community wide growth of the organization comprised of over 2 million built square feet on the main campus as well as (10) Physician Practice satellites and (2) 63 thousand square foot FSEDs.
- **Satellite Planning** – regularly collaborate with Property Management and Senior Leadership to review third party demographic and market growth data against available real estate to determine the Strategic Growth Plan. Conduct walk through of prospective property to determine what program

can be accommodated and generate the initial design, budget and schedule.

- Design – oversee plan review, QA/QC, standards implementation and stewardship, Public Art Committee and Life Safety Plans for AHJ conformance. Through this effort I have provided an excess of \$4.5M in cost avoidance or direct savings by reducing outside consultant engagement for design/ code reference efforts, reviewing documents to reduce errors and omissions and propose alternate project approaches that reduced or eliminated scope and better aligned with the Master and Strategic Plans.
- Construction Management – oversee all construction activities for the whole of the organization. Projects include significant renovations in occupied healthcare settings, major civil improvements from resilience to new infrastructure, mechanical and electrical infrastructure upgrades and greenfield projects. Project are executed simultaneously between the main campus and 9 satellite locations.

Notable Projects:

- Facility Planning:
 - Proposed an updated space plan that takes advantage of post-COVID work from home opportunities and repurposes those underutilized spaces into revenue-generating space with minimal upfront investment. Slated to produce \$1M+ in cost avoidance and scope reduction for forthcoming Capital projects. Value of Positive revenue generation TBD based on the final service line designated for each location.
 - Proposed an alternate approach to Physician Practice project design and execution within the main campus MOB that eliminated the individual practice need, suite-by-suite approach to a full floor plate approach. These new “centers of excellence” provide opportunity to co-locate like services, thus creating a single destination point for patient convenience and greater cross-referral opportunities. In addition, the plans were designed to allow for full scheduling flexibility by providing easy connection throughout the floor between the universal exam rooms so one practice can flex into any of the 32 rooms based on their daily volume while sharing centralized imaging and procedure rooms. This format eliminated construction in reaction to unforeseen staffing fluctuations and simplifies wayfinding for the full building. The concept was then paired with the current lease roll to determine which floors would be converted each year to provide a final Master and Capital plan for the building.
- Design:
 - Currently overseeing the design of a 180,000 square foot Cancer Center with dedicated CEP and 800 car parking garage with an estimated construction value of \$100M
 - Implemented Revit into the organization and requested the creation of a campus-wide model allowing for broader metrics and analytics

of the built environment, tracking of department square foot allocations, Medicare reimbursable tracking and ease of space planning. This was done completely in-house saving the organization both consultant fees and annual licensing fees for traditional asset tracking/ space planning software ~\$200k.

- Construction:

- Currently overseeing the construction of a 3,100 linear ft seawall along Biscayne Bay in collaboration with the US Army Corps of Engineers valued at \$10M (ongoing)
- Oversaw the construction of a \$286M Surgical Bed tower and Emergency Center consisting of (12) ORs, (48) ED bays and (154) patient rooms with over 343,000SF of built space on an occupied campus. Completed Q2 2019
- Oversaw the design, on behalf of the owner, of a \$50M freestanding Emergency Department and medical office building (63,000SF). Completed Q3 2018.

Additional project experience:

- (3) MRI suites
- (20) bay infusion suite
- (2) ISO 7 Pharmacies
- Central Energy Plant Expansion
- (2) Behavioral Health Suites
- (4) Central sterile departments
- Loading Dock/ mobile MRI
- Tank Farm Relocation
- (4) Cath Labs
- Multiple civil/ underground improvements

Gresham, Smith and Partners

2008 - 2014

Project Coordinator

Ft. Lauderdale FL

Overall coordination of projects from inception to final close out, with specific focus on Healthcare design and construction administration. Responsibilities included AHCA coordination and review, client relations, marketing, development of proposals (both 2D and 3D layouts), architectural drafting/design, site visits, code research, analysis and interpretation.

Technical Skill Set

Licensed Architect & USGBC LEED Accredited Professional

Proficient with Microsoft Project and full office suite, Bluebeam, Revit, AutoCAD, Maya, Sketchup, Photoshop, E-builder, Procore and Plangrid. cursory knowledge of Rhino, 3DsMax and Adobe Illustrator

Education

2012- August 2014 Florida
International University
Masters of Architecture
Miami, FL

University of Florida
2004-2007
Bachelors of Architecture
Gainesville, FL

Jed Frankel

1231 99th Street | Bay Harbor, FL 33154 | (954) 684-3404 | jedfrankel@yahoo.com

February 12, 2022

Re: Design Review Board

Dear Council Members:

I write to express my interest to serve on the Town's Design Review Board.

I previously served several terms on the Planning & Zoning Board and resigned my position in early 2021 as my wife, Hillary, and I were then starting a bakery from scratch and did not have time for anything else. Now that the bakery has been open and operating for several months, I have sufficient time to once again serve the Bay Harbor Community in a volunteer board position.

Should you wish to talk to me in person, please feel free to contact me via email, jedfrankel@yahoo.com or on my cell phone (954) 684-3404. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink that reads "Jed Frankel". The signature is written in a cursive, flowing style with a large initial "J" and "F".

JED FRANKEL
1231 99th Street
Bay Harbor, FL 33154
(954) 684-3404
jedfrankel@yahoo.com

EXPERIENCE

- **HILLS FUNKY BAKERY**
www.hillsfunkybakery.com
@hillsfunkybakery
Co-founder
March 2021-present
- **OFFICE OF THE GENERAL COUNSEL, 11th JUDICIAL CIRCUIT**
1351 NW 12th Street, Miami
Assistant General Counsel
November 2021-present
- **EISINGER, BROWN, LEWIS, FRANKEL & CHAIET, P.A.**
4000 Hollywood Boulevard, Suite 265-South, Hollywood, FL
Attorney
2006 – 2020
- **TOWN OF BAY HARBOR ISLANDS PLANNING AND ZONING BOARD**
Volunteer Board Member
2014-2020
- **TOWN OF BAY HARBOR ISLANDS CHARTER REVIEW COMMITTEE**
Volunteer Board Member
2005-2007

EDUCATION

- **UNIVERSITY OF FLORIDA COLLEGE OF LAW**
Juris Doctor *with honors*
Gainesville, FL
May 1993
- **EMORY UNIVERSITY**
Bachelor of Arts *summa cum laude*
Atlanta, GA
May 1990

KoDA



Wesley Kean (Principal) founded the award-winning, multi-disciplinary design firm, KoDA in 2015. Before moving to Miami in 2005, Wesley apprenticed under his father, a local builder and carpenter in the Lakes Region of New Hampshire, who remains a key influence in his work today. Wesley is an active member of the American Institute of Architects and a visiting critic at the University of Miami, Florida International University and Miami Dade College. Prior to founding KoDA, Wesley was mentored by renowned architects Terrance Riley and Allan Shulman, as well as landscape architect Raymond Jungles. During this time of mentorship, he collaborated on numerous design projects such as private gardens, retail centers and boutique hotels. Wesley earned a Bachelor of Architecture degree at the University of Miami which included an Urban Design, Architectural Theory and History of Architecture program in Rome, Italy.

Professional Registration:

Registered Architect (Florida) AR97886

Registered Architect (Colorado) AR97886

National Council of Architectural Registration Board (NCARB) 516373

American Institute of Architects (AIA) 38045819

Charity and Community Contribution:

Make A Wish Foundation – Champion

Miami Music Project

Adjunct Professor: University of Miami

Visiting Critic: Florida International University



Kean Office for Design + Architecture, PA (KoDA), Miami Beach FL

Etnia Barcelona

224 NE 2nd Ave, Miami, FL

Completion: December 2016

Construction Cost: \$6,500,000

Scope of Work: The Interior design and space planning for a 4800 SF distribution/retail center for a Barcelona based eyewear brand. Scope of work included space planning, lighting design, life safety design, MEP design and construction management.

Solar Now: Bayfront Circle

Bayfront Park, Miami, FL

Completion Date: TBD

Construction Cost: Withheld upon client request

Scope of Work: The design of a roof-pavilion made of solar panels for the Bayfront Park Amphitheater

APizza Brooklyn

Coral Gables, Florida

Completion: June 2018

Construction Cost: Withheld at clients request

Scope of Work: Architectural space planning, life safety and Interior design of a new restaurant tenant.

Aviation Design Center

Dania Beach Florida 2016

Completion: February 2018

Construction Cost: \$1,200,000

Scope of Work: Architectural and Interior design of a new office building, including procuring city commission and zoning approvals for site plan and a new plat.



Meridian Courtyard

Miami Beach, FL

Completion Date: TBD

Construction Cost: TBD

Scope of Work: Architecture + Interior Design

Peak 4 Residence

Breckenridge, C.O.

Completion Date: Summer, 2018

Construction Cost: 1,200,000

Scope of Work: Architecture + Interior Design

Solar Plaza

Ft. Lauderdale, FL

Completion Date: Summer, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design

4218 NE 2nd Ave-Mixed use Retail

Miami Design District, Florida

Date of Completion: 2019

Construction Cost: \$15.600.000

Scope of Work: Sub-contracted by K/R Architects to provide Architectural Project Management and consultant services for a 60,000SF mixed use, office above retail building.

Vida at The Point Townhomes (with KZ Architecture)

Aventura, Florida 2018

Date of Completion: 2017

Construction Cost: \$7.500.000



Design District Offices

Design District, Miami, FL

Completion: Summer 2017

Construction Cost: Withheld upon client request

Scope of Work: Interior Design/Office Tenant Improvement

Garden House

Bal Harbour, FL

Completion Date: Summer, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design, Landscape design

Ocean Villa

Golden Beach, FL

Completion Date: January, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design, Landscape design

Split House

Golden Beach, FL

Completion Date: TBD

Construction Cost: 1,400,000

Scope of Work: Architecture + Interior Design, Landscape design

Tradewinds Residence

Lauderdale By the Sea, FL

Completion Date: January, 2018

Construction Cost: Withheld upon client request

Scope of Work: Architecture + Interior Design



Scope of Work: Project Architect for a new 21,000 SF townhome development. These high-end luxury units have private rear yards and in some cases a rooftop terrace. The project team worked to procure City of Aventura Site Plan Approval for this complex and controversial development.

The Mansions at Acqualina *(with STA Architectural Group)*

Sunny Isles, Florida

Date of Completion: 2015

Construction Cost: \$50,000,000

Scope of Work: Interior Designer/Project Manager for 15,000 SF of common areas within the new high-rise development on Collins Avenue in Sunny Isles. The project team developed the interior design package along with the procurement of design materials for the project.

South Seas Beach House *(with Shulman + Associates)*

Miami Beach, Florida 2011

Construction Cost: \$28,000,000

Scope of Work: Lead Designer/Project Manager for the complete restoration and renovation of the existing 9 story 49,635 SF historical oceanfront hotel. The project includes the addition of a new 8 story structure on the West side of the existing hotel to capture the ocean views for a total of 68,950 SF of 118 hotel rooms, increased amenities, an enclosed courtyard and a 2 story pool side cabana.

The Savoy and Arlington Hotels *(with Shulman + Associates)*

Miami Beach, Florida 2011

Construction Cost: \$19,000,000

Scope of Work: Lead Designer/Project Manager of the complete restoration and renovation of two historic structures and the addition of four new building components with over 81,000 SF of new residential and commercial space. The overall complex will constitute a 145,000 SF boutique hotel with 134 units.

Collins Plaza Hotel *(with Shulman + Associates)*

Miami Beach, Florida 2011

Construction Cost: \$1,500,000

Scope of Work: Project Manager for the complete restoration of a historic lobby retrofitted to contain a new bar and lounge. The project team worked with the owner to procure City of Miami Beach design approval while serving as design & historic preservation consultant.



The Avalon Hotel (with Shulman + Associates)

Miami Beach, Florida 2011

Construction Cost: TBD

Scope of Work: Lead Designer/Project Manager for the complete restoration and renovation of the 23,313 SF historic Ocean Drive hotel. The project includes the transformation of 3 ground floor hotel rooms into an upgraded kitchen and an increase in amenities which include a new lobby, a new green screen trellis over an existing side yard and new window systems.

The Lincoln Theatre (H&M) (with Shulman + Associates)

Miami Beach, Florida 2010

Construction Cost: \$15,600,000

Scope of Work: Project Manager for the renovation, interior remodeling and expansion of a historic building into a retail space. The project team worked with owner to procure City of Miami Beach design approval and later served as Design Consultant for retail tenant H&M.

Design Competitions:

"Carnival" A Float for a Community, Barranquilla, CO 2010

Project Team: Wesley Kean

"Downtown" Seaplane Terminal Competition, Miami FL, 2011

Project Team: Wesley Kean, Peter Anselmo, Jose Navalujambo

Honorable Mention

http://www.bustler.net/index.php/article/check_out_the_2010_downtown_miami_entries/

"Reimagining the City" Tropic Magazine, Ft. Lauderdale FL, 2012

Project Team: Wesley Kean, Allan Shulman, Mike Gallea, Brand Gonzalez

Honorable Mention

http://www.powerschrom.com/news/pdfs/Tropic_Village%20Scene_article.pdf

Awards + Accolades:

2017 AIA Florida Merit Award of Excellence – Aviation Design Center

2017 Best of Houzz Service Award

2016 AIA Miami Merit Award of Excellence 2016

NEW REQUEST FOR APPOINTMENT

CRISTINA I. MAGDALENO

ARCHITECT
2008-2014
2015-2016
2017-2018
2019-2020

Licensed Architect with 8 + years of experience in Architecture, with a main focus on Residential Design. Highly motivated and determined, with a successful track record in finished projects with goal oriented leadership and team building skills.

Experience

July 2014- Present

Director of Operations - SDH Studio - Miami, FL.

Involved in design of residential projects, including but not limited to construction documents, construction administration and management, permitting and coordination amongst disciplines and contractors, 3D modeling, 3D visualizations and overall design coordinator. Also in charge of overseeing office operations and personnel management.

August 2016- May 2017

Freelance - Preschel Bassan Studio - Miami, FL.

Freelance work providing 3D renderings for multiple residential projects and Interior Design.

December 2015- November 2016

Freelance - Six Sides Architecture - Miami, FL.

Freelance aid in the production of Construction Documents, schematic designs and 3D renderings and visualizations.

Education

January 2021- April 2021,
Professional Office Practice

Florida International University. Miami, FL.

September 2008- December 2014,
Bachelors in Architecture

Simon Bolivar University. Caracas, Venezuela.

January 2021- March 2021,
Professional Practice B

Florida Atlantic University. Miami, FL.

Software

Revit
Autocad
3D's Max
Sketch Up
V-Ray
Lumion
Adobe Photoshop
Adobe InDesign
Adobe Illustrator

Word
Excel
Power Point

Languages

Spanish
English

Certifications

NCARB - ARE- Florida registered Architect - 03/21/2022
AIA Member - Since 2021
Interior Designer- The Interior Design Institute- In process

Skills

Model Making
Organization
Multitasking
Leadership
Team Work
Office Management
Problem Solving
Communication

Yvonne Hamilton

From: Cristina Magdaleno <cristina@sdhstudio.com>
Sent: Thursday, November 10, 2022 4:27 PM
To: Yvonne Hamilton
Subject: Open Seat Bay Harbor Islands DRB
Attachments: Magdaleno_Cristina_CV.pdf

Hi Yvonne, good afternoon!

I hope you are doing very well.

I heard there was an open seat for the DRB, I'm not sure if that's still the case. However, I wanted to send you this email expressing my interest in this position, I've attached my resume for your convenience. If in fact it is still available, I would very much like to hear more about it.

Please let me know at your earliest convenience.

Best regards,

--

Cristina Magdaleno, Architect, NCARB, AIA
Director of Operations



(305) 501 5013

www.sdhstudio.com

18200 NE 19th Ave.

Suite 100

N Miami Beach, FL 33162

Total Control Panel

[Login](#)

To: yhamilton@bayharborislands-fl.gov

Message Score: 30

High (60): **Pass**

From: cristina@sdhstudio.com

My Spam Blocking Level: High

Medium (75): **Pass**

Low (90): **Pass**

[Block](#) this sender

[Block](#) sdhstudio.com

This message was delivered because the content filter score did not exceed your filter level.

AGENDA ITEM REPORT

November 28, 2022

ITEM NUMBER: 12.

ITEM: Discussion and Possible action regarding a Memorandum of Understanding between Bay Harbor Islands and the PBA regarding the "Military Service Buy Back Program" multiplier for Police Officer Alan Castellanos. Sponsored by Council Member Stephanie Bruder. Enclosed are supporting documents.

DESCRIPTION:

There was a Retirement Board Meeting on November 9, 2022. The agenda included, in part, the following agenda item:

"Discussion and possible action on Alan Castellanos four years of prior military service "air time" purchase and multiplier. Alan Castellanos requested a review of the four years "air time" purchase cost and the multiplier applied to those four years purchased. Attached is Alan Castellanos prepared "Prior Military Service Purchase Time and Multiplier Timeline".

Upon reviewing Officer/Detective Alan Castellanos' request for a review of his four years of military time purchase cost and the multiplier applied to those four years, it was decided that a Memorandum of Understanding between the South Florida Police Benevolent Association (PBA) and the Town of Bay Harbor Islands was needed to clarify the multiplier rate to be used for the purchase of prior military time for officers employed with the Town since October 1, 2014. Therefore, the Memorandum of Understanding states, in part, the following:

1. The TOWN shall allow members of the BARGAINING UNIT who were employed by the TOWN as police officers on or prior to October 1, 2014, to purchase up to four (4) years of prior military or law enforcement service at the actuarial equivalence cost utilizing the benefit rate in effect at the time of such members' election to purchase prior eligible service. Actuarial equivalence member costs, as solely determined by the Retirement System's actuary, shall be based on the date that the member initially applied for the eligible service "buy back."

2. Any additional actuarial equivalence cost incurred by the member as a result of a change to the benefit multiplier shall be covered solely by the BARGAINING UNIT member, pursuant to CBA.

RECOMMENDED ACTION:

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk

ATTACHMENTS

1.	Memo - Officer Alan Castellanos - Buying Back Military Years of Service
2.	BHI MOU 29.5
3.	2014 2017 Collective Bargaining Agreement



8/23/14 via chain
Sgt. S. S. 15

POLICE DEPARTMENT M E M O R A N D U M

Date: 08/23/14

To: Sean Hemingway
Chief of Police

From: Alan Castellanos
Police Officer

Subject: Buying back Military Years of Service

I respectfully request to purchase(buy back) 4 years of pensionable military service. I served in the United States Army from 2001-2007 receiving an Honorable Discharge. A copy of my DD-214 Form can be located in my personnel file.

Please advise me of the total cost and procedures to proceed with the buy back.

PRIOR MILITARY SERVICE PURCHASE TIME AND MULTIPLIER

On 10/28/13, hired as a Police Officer for the Town of Bay Harbor Islands with a multiplier of 3.25 %.

On September 16, 2015, the South Florida Police Benevolent Association (PBA) and the Town of Bay Harbor Islands agreed and executed on a three-year collective bargaining agreement (2014-2017) to raise the multiplier to 3.5 % for all certified Police Officers effective 10/01/14 and established the Military buy back program in which a Police Officer can purchase up to four years of prior military service and be able to pay for it through biweekly payroll deductions.

On March 16, 2016, I sent an electronic email to Mr. Alan Short (Town of Bay Harbor Islands Finance Director) advising him my interest in purchasing up to four years of prior military service as stated in the 2014-2017 signed Collective Bargaining Agreement by the Town of Bay Harbor Islands and the South Florida Police Benevolent Association (PBA).

On March 21, 2016, I sent another electronic email to Mr. Alan Short (Town of Bay Harbor Islands Finance Director) advising him my interest in purchasing up to four years of prior military service as stated in the 2014-2017 signed Collective Bargaining Agreement by the Town of Bay Harbor Islands and the South Florida Police Benevolent Association (PBA).

On March 22, 2016, Mr. Alan Short (Town of Bay Harbor Islands Finance Director) replied stating, "I will forward your request to the actuary. You should be aware that we need to change the Retirement Ordinance to allow the military buy-back. I've been working with the Retirement System attorney to get the ordinance amendment drafted and it will be placed before the Council for approval as soon as possible."

Almost a year went by, and nothing was done to draft an ordinance. I proceeded to send another electronic email to Mr. Alan Short on 02/17/2017 expressing my desire to purchase prior military years and the cost that it would accrue to do this. In March of 2017, an electronic email was sent to all police personnel by myself to see who else wanted to purchase prior military/police time and I received several responses back. An email was sent to the Bay Harbor Islands Town Manager at the time, Mr. Wasson with the results. I still never received an answer from Mr. Short and in January of 2018 he retired from the Town of Bay Harbor Islands.

On January of 2018, I had a meeting with Ms. Melissa Cruz (New Bay Harbor Islands Finance Director) about wanting to purchase four years of prior military service and how I have been asking for an actuary for the cost of the four years.

On February 6, 2018, I received a forwarded electronic email from Ms. Melissa Cruz that Mr. Carr sent her showing my four-year military buy back purchase amounts and the breakdown of the 15-year bi-weekly payments. My deductions did not begin because the ordinance still had not been signed and therefore could not be taken out of my paycheck even though I was ready again to begin payroll deductions. This

In April of 2019, payroll deductions began after another actuary was done by Mr. Carr; However, my prior military four years buy back purchase increased from a lump sum of \$67,627 (\$259.79 bi-weekly) that was previously done on 02/05/18 to \$94,478.00 (336.05 bi-weekly) on the new actuary that was done on 03/20/19. I have been paying this amount ever since till today's date. Also, when the first actuary was completed, and the program was implemented the multiplier was 3.5 % for the Police Department and not 3.25 %. My first payroll deduction was on 04/19/2019 for this program and the multiplier was 3.5% and furthermore the multiplier has been 3.5% since October 1, 2014, has the Collective Bargaining Agreement states between the Town of Bay Harbor Islands and the South Florida Police Benevolent Association.

I approached the new finance director for the Town of Bay Harbor Islands, Mr. Peter Kajokas to investigate this. Mr. Kajokas stated that the Town of Bay Harbor Islands position is that the multiplier is being calculated for my prior military purchase correct at 3.25 % and I strongly disagree with this due to when I entered the program it was 3.5 % and not 3.25%.

2014 - 2017 COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AND
THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION

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ARTICLE 29. PENSION

29.1 The town agrees to take the appropriate steps to implement the following benefits to the Police Officer Pension Plan ("Plan") as soon as practicable:

29.1.1 Effective October 1, 2005, employee contribution shall be seven percent (7%) of earnable compensation to the Plan and effective October 1, 2006, employee contribution shall be eight percent (8%) of earnable compensation to the Plan.

29.1.2 The pension multiplier for creditable service rendered on or after October 1, 2014 shall be equal to three point five percent (3.5%) of the monthly average final compensation multiplied by the number of years of creditable service. Bargaining unit employees who elect to receive this benefit shall be required to pay the full eight percent (8%) employee contribution for those years of service. The town agrees to allow the employee up to thirty-six (36) months to pay total eight percent (8%) contribution.

29.2 The employees' pension benefit shall be based on their best three (3) years of service.

29.3 Employee's shall fully vest in the pension plan after five (5) years of credible service.

29.4 The Town agrees to take the appropriate steps to modify the current plan and implement a Deferred Retirement Option Program (hereafter referred to as "DROP") as soon as practicable. Upon the execution of this Agreement a committee shall be established for the purpose of initiating a DROP. This committee shall consist of three (3) members: One (1) member to be designated by the Town, one (1) member to be designated by the PBA and one (1) member to be designated pursuant to the mutual agreement of the two initial members designated by the Town and the PBA.

A DROP shall be adopted and administered by the Retirement Board. Participation in the DROP shall be limited to five (5) years. The five (5) year participation period shall be measured from actual retirement of the Participant. Upon entering the DROP, a participant shall elect whether the earnings credited to the Participant's DROP account shall be the actual net investments return realized by the Plan (determined quarterly). Thereafter, on or before December 1st of each year, Participants shall make an annual irrevocable investment election

for the following calendar year between the actual net investment return realized by the Plan. Investment elections shall be in writing and submitted to the Retirement Board. If a Participant fails to timely submit a written investment election to the Retirement Board, the default investment election for the Participant's DROP account will be the prior year's selection. The DROP shall contain such other terms and conditions as the Retirement Board deems necessary and appropriate for proper administration of the DROP.

29.5 The Town further agrees to take the appropriate steps to modify the current plan to permit members to purchase up to four (4) years of prior police or military service. The members shall be responsible for the full cost of any years purchased.

Continuous employment shall also include credit for military service occurring prior to a Participant's employment with the Town as well as prior service as a police officer for some other employer as long as the Participant is not entitled to receive a benefit for such other prior service as a police officer provided that the Participant contributed to the Fund the sum that he would have contributed, based upon his salary and the employee contribution rate in effect at the time the service credit is requested, had he been a Participant of the Plan for the years or fractional parts of years for which he/she is requesting credit plus any amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus the payment of costs for all professional services rendered to the Board in connection with the purchase of years of service. Payment by the Participant of the required amount shall be made within six (6) months of his/her request for credit, but not later than the retirement date, and shall be made in one lump sum payment upon receipt of which service credit shall be given. Multiple requests to purchase service pursuant to this sub-section may be made at any time prior to retirement.

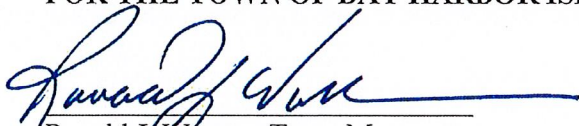
ARTICLE 30. TERM OF AGREEMENT

30.1. This Agreement shall become effective immediately after ratification by the Association and approval by the Town Council, and shall remain in effect until September 30, 2017 or until a successor Agreement is ratified by the parties.

30.2 It is agreed and understood that this Agreement constitutes the whole Agreement between the Town and the Association, and that after a majority vote of those bargaining unit members voting on the question of ratification and, thereafter, upon the approval of the Town Council, shall become effective indicated in 30.1 above.

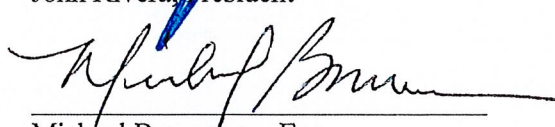
30.3 Agreed to this day 16th of SEPTEMBER, 2015, between the respective parties through an authorized representative(s) of the Town and the Association.

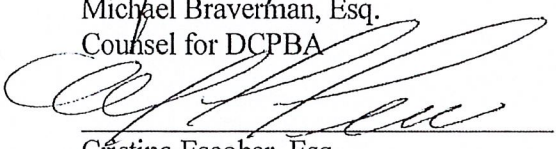
FOR THE TOWN OF BAY HARBOR ISLANDS:


Ronald J. Wasson, Town Manager

FOR THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION:


John Rivera, President


Michael Braverman, Esq.
Counsel for DCPBA


Cristina Escobar, Esq.
Counsel for DCPBA

2017 – 2020 COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AND
THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION

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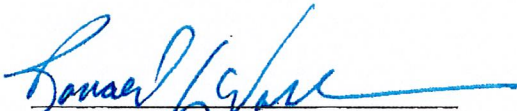
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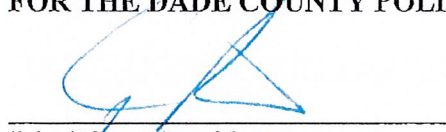
30.3 Agreed to this day 14TH of August, 2017, between the respective parties through an authorized representative(s) of the Town and the Association.

FOR THE TOWN OF BAY HARBOR ISLANDS:

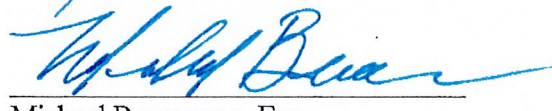


Ronald J. Wasson, Town Manager

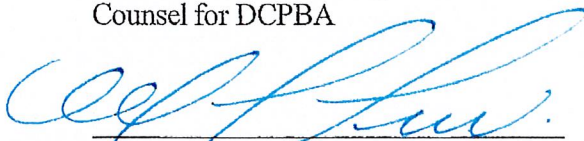
FOR THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION:



John Rivera, President



Michael Braverman, Esq.
Counsel for DCPBA



Cristina Escobar, Esq.
Counsel for DCPBA

Sec. 16-40. Schedule.

The retirement benefits for members shall be as follows:

- (a) *Normal retirement benefit:* The monthly normal retirement benefit for general employees shall be an amount equal to one-twelfth of one and one-quarter percent of average final compensation times all years of credited service; provided, that with regard to general employees who were employed and accruing credited service on October 1, 2015, the benefit rate shall be increased as follows: to one and one-half percent (1.50%) for all credited service earned from October 1, 2010 to September 30, 2016, and to one and three-quarters percent (1.75%) for all credited service earned on or after October 1, 2016. The monthly normal retirement benefit for police officers shall be an amount equal to one-twelfth of one and three-quarters percent of average final compensation times all years of credited service; provided, that effective October 1, 2005, said retirement benefit for police officers shall be increased to a total of three percent for years of credited service on or after October 1, 2005, and effective October 1, 2006, said retirement benefit for police officers shall be increased to a total of three and one-quarter percent (3.25%) for years of service on or after October 1, 2006, and effective October 1, 2014 said retirement benefit for police officers shall be increased to a total of three and one-half percent (3.50%) for years of service on or after October 1, 2014; however, as regards general employee members who make voluntary, additional contributions, the benefit percentage accrual rate shall be as shown in the following table, and as regards police officer employees who made voluntary, additional contributions with respect to credited service prior to October 1, 2005, the benefit percentage accrual rate shall be as shown in the following table for credited service prior to October 1, 2005:

Total Contribution Rate Including Voluntary Contributions ¹	Benefit Accrual Rate					
	Prior Service		Membership Service ²			
	General	Police	General			Police
			Service Prior to 10/1/10	Service from 10/1/10 to 09/30/2016	Service on or after 10/1/16	
2%			1.250%	1.500%	1.750%	1.750%
3			1.375%	1.625%	1.875%	1.875%
4			1.500%	1.750%	2.000%	2.000%
5			1.625%	1.875%	2.125%	2.125%
6	1.250%	1.750%	1.750%	2.000%	2.250%	2.250%
7			1.875%	2.125%	2.375%	2.375%
8			2.000%	2.250%	2.500%	2.500%
9			2.125%	2.375%	2.625%	2.625%
10			2.250%	2.500%	2.750%	2.750%

¹ The added, voluntary rates produce an increase in the benefit accrual rate as respects membership service only and only during such period as the particular contribution rate is in effect.

² Prior Service: Credited service prior to effective date (10/1/69). Membership Service: Credited service subsequent to effective date (10/1/69).

Notwithstanding paragraph (a) above, in accordance with subsection 16-21(a) herein, in the event that a police officer member elects to contribute eight percent of the police officer member's compensation retroactively to October 1, 2002, and has fully paid such amount by or before October 1, 2013, said police

exposure occurred in the active performance of duty at some definite time or place without willful negligence on part of the police officer resulting in total or partial disability, shall be presumed to be accidental and suffered in the line of duty; provided, however, that such police officer shall have successfully passed a physical examination upon entering such service, which physical examination failed to reveal any evidence of such condition.

Any condition or impairment of health of a police officer caused by hepatitis, meningococcal meningitis or tuberculosis, that requires medical treatment and results in total or partial disability or death, shall be presumed to have been service-connected unless the contrary is shown by competent evidence; however, in order to be entitled to the presumption, the police officer must provide a written affidavit as provided in F.S. § 92.50 verifying by written declaration that to the best of his or her knowledge and belief, that:

- (1) In the case of a medical condition caused by or derived from hepatitis, the officer has not:
 - a. Been exposed, through transfer of bodily fluids, to any person known to have sickness or medical conditions derived from hepatitis, outside the scope of his or her employment;
 - b. Had a transfusion of blood or blood components, other than a transfusion arising out of an accident or injury happening in connection with his or her present employment, or received any blood products for the treatment of a coagulation disorder since last undergoing medical tests for hepatitis, which tests failed to indicate the presence of hepatitis;
 - c. Engaged in unsafe sexual practices or other high-risk behavior, as identified by the Centers for Disease Control and Prevention or the Surgeon General of the United States, or had sexual relations with a person known to the officer to have engaged in such unsafe sexual practices or other high-risk behavior; or
 - d. Used intravenous drugs not prescribed by a physician.
 - (2) In the case of meningococcal meningitis, in the ten days immediately preceding diagnosis the police officer was not exposed, outside the scope of the officer's employment, to any person known to have meningococcal meningitis or known to be an asymptomatic carrier of the disease; or
 - (3) In the case of tuberculosis, in the period of time since the police officer's last negative tuberculosis skin test, the officer has not been exposed, outside the scope of his employment, to any person known by him to have tuberculosis.
- (g) *Benefit offsets:* Any amounts which may be paid or payable under the provisions of any workmen's compensation, pension or similar law, either to a member or to the dependents of a member on account of any disability, shall be offset against and payable in lieu of any benefits payable under the provisions of this chapter on account of the same disability, and only such reduced benefits shall be payable under the provisions of this chapter.
- (h) *Death and termination benefits:*
- (1) Upon the death of a retiree there shall be no death benefit, except for the return of accumulated contributions not already returned in the form of retirement benefits, unless prior to retirement the retiree had selected an optional form of benefit, providing survivor benefits to a designated beneficiary or co-annuitant, and in such case the survivorship benefit, if any, shall be payable as directed by such retiree prior to retirement.
 - (2) Upon the death of a member not entitled to an early, normal, delayed or disability retirement benefit, the member or his beneficiary or estate shall be 100 percent vested in the member's accrued benefit. Absent any previous selection of a benefit option by the deceased member, it

Provided further, any member not eligible for a normal, early, delayed or disability retirement benefit at the time of termination but who has a vested interest at the time of termination shall be referred to as a vested terminated member for the purposes of this Paragraph (4) and shall receive such benefit commencing at his regular normal retirement date, and provided further, that such member shall leave his total accumulated contributions in the fund. Alternatively, such member may withdraw his accumulated contributions from the fund, thereby forfeiting any further employer-provided benefits.

If a vested terminated member dies prior to reaching his or her normal retirement date, then the vested terminated member's designated beneficiary, or if none, the vested terminated member's estate, shall be entitled to a preretirement death benefit equal to the vested terminated member's accrued benefit. Absent any previous selection of a benefit option by the deceased vested terminated member, it shall be assumed that he or she had selected option (b) as set forth in section 16-50 [Life and ten years certain].

The death benefits provided in this subsection (h) shall be paid in accordance with Section 401(a)(9) of the Internal Revenue Code, and, if payment is required under said section to commence prior to the deceased's normal retirement date, then the benefits shall be actuarially reduced to reflect the earlier commencement date.

Notwithstanding the provisions above, in the event an employee is convicted of a specified offense pursuant to F.S. § 112.3173 the provisions and procedures of said statute shall apply.

- (5) The 11 solid waste employees of the town shall be entitled immediately to become 100 percent vested as a result of the elimination of said employment positions due to the town privatizing the solid waste department; provided however, that withdrawal of any retirement funds by said employees shall be subject to the provisions of section 16-40(f)(4).
- (6) *Death while performing USERRA—qualified active military service.* In the case of a participant who dies on or after January 1, 2007 while performing "Qualified Military Service" under Title 38, United States Code, Chapter 43, Uniformed Services Employment and Reemployment Rights Act ("USERRA") within the meaning of Section 414(u) of the Internal Revenue Code, any "additional benefits" (as defined by Section 401(a)(37) of the Internal Revenue Code) provided under the plan that are contingent upon a participant's termination of employment due to death shall be determined as though the Participant had resumed employment immediately prior to his death. With respect to any such "additional benefits," for vesting purposes only, credit shall be given for the period of the participant's absence from covered employment during "Qualified Military Service".
 - (i) *Retirement incentive program[—Option 1].* Police officer members who have or will have attained age 50 and completed 25 or more years of credited service on or before November 23, 2012, shall be deemed "eligible members" to retire in accordance with the benefits as provided for herein and may elect to receive the benefits set forth herein, provided that they make a one-time irrevocable written election, delivered to the town manager not later than November 23, 2012, to retire and terminate employment effective 60 calendar days from the date of such notice. Eligible members electing this retirement incentive program shall be credited with a three and one-fourth percent multiplier for all credited service accrued from October 1, 1999 through September 30, 2002. Eligible members shall also receive a refund of all employee contributions, in excess of the two percent minimum required contribution, made during the October 1, 1999 through September 30, 2002 period. There will be no changes to eligible member contribution or multiplier rates for any period of service before or after the prescribed period as set forth herein.
 - (j) *Retirement Incentive Program[— Option 2]:* Police officer members who have or will have completed 25 or more years of credited service on or before May 22, 2013, shall be deemed "eligible members" to

Sec. 16-24.1. - Credit for uniformed service, and for prior military service, prior police service, and for service with a different public employer.

- (a) *Credited service under Uniformed Services Employment and Reemployment Rights Act:* Members shall be credited with service under the Uniformed Services Employment and Reemployment Rights Act.
- (b) *Purchase of prior U.S. military and/or police service:* A police officer member, and effective May 1, 2019, a general employee member, may purchase prior service prior to the member's first or initial employment with the town, as well as for service as a police officer or general employee with the town, as long as the member is not entitled to receive a benefit for such other prior service, and with respect to prior U.S. military service that the member intends to purchase, would not render the member ineligible for retirement under the act, as provided in 20 CFR § 1002.135.

Effective September 30, 2019, a general employee member may purchase credited service for employment prior to the member's first or initial employment with the town, as long as the member is not entitled to receive a benefit for such other prior service.

The maximum number of years of credited service that may be purchased pursuant to this subsection (b) shall be four years. The member shall pay the full actuarial cost of the service purchase credit is requested, plus any and all professional fees related to the purchase. Payment by the member shall be made in full at the time of the request for credit, and any balance by payroll deduction as provided below, but not later than the time of retirement. Payment to purchase service pursuant to this sub-section may be made at any time prior to retirement.

Alan Castellanos

From: Melissa Cruz <mcruz@bayharborislands-fl.gov>
Sent: Tuesday, February 6, 2018 12:24 PM
To: Alan Castellanos
Subject: FW: Service purchase amounts for Castellanos

Hi Alan,

Per our discussion, here are the service purchase calculations from our actuary for 1, 2, 3 and 4 years.

Thanks and please let me know if you have any questions and if you'd like to proceed.

Melissa

From: Chuck Carr [mailto:ccarr@gosasco.com]
Sent: Monday, February 5, 2018 1:23 PM
To: Melissa Cruz
Subject: Service purchase amounts for Castellanos

Pursuant to your request, I calculated the service purchase amounts for Mr. Castellanos. Here are the results of my review:

1 year purchase: \$12,447 lump sum payment or \$47.82 per pay period for 15 years
2 years purchase: \$29,647 lump sum payment or \$113.89 per pay period for 15 years
3 years purchase: \$48,069 lump sum payment or \$184.66 per pay period for 15 years
4 years purchase: \$67,627 lump sum payment or \$259.79 per pay period for 15 years

Let us know if you need anything else on this one!

Thanks,
Chuck

Total Control Panel

[Login](#)

To: mcruz@bayharborislands-fl.gov [Remove](#) this sender from my allow list
From: ccarr@gosasco.com

You received this message because the sender is on your allow list.

Email disclosure: Please note: Florida has a very broad public records law. Most written communications to or from local officials regarding town business are public records, and are available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

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Alan Castellanos
 4 year service purchase
 as of 3/20/19

Option 1 - Pay one lump sum

Total principle	\$ 94,478.00
Total interest	-
Total Cost	\$ 94,478.00

Option 2 - Pay \$7,000 lump sum and pay balance via payroll deductions over 15 years

Payroll deduction for 390 pay periods (15 years)	\$ 336.05
Initial lump sum	\$ 7,000.00
Total Principle	87,478.00
Total Interest paid	43,581.42
Total Cost	\$ 138,059.42

Option 3 - Pay principle via payroll deduction over 15 years, defer interest to the end of the 15 years

Payroll deduction for 390 pay periods (15 years)	\$ 242.25
Total principle	\$ 94,478.00
Total interest	75,586.00
Total Cost	\$ 170,064.00

NOTES:

This assumes a 6% interest rate

Payroll deductions will be pre-tax deductions

Assumes deductions begin on 4/5/19

Payment #	Payroll date	Beginning Balance	Total Payment/ deduction	Interest	Principle	Ending Balance	Cumulative Inte
1	4/19/2019	87,478.00	336.05	195.09	140.96	87,337.04	195
2	5/3/2019	87,337.04	336.05	194.78	141.27	87,195.76	389
3	5/17/2019	87,195.76	336.05	194.46	141.59	87,054.17	584
4	5/31/2019	87,054.17	336.05	194.14	141.91	86,912.27	778
5	6/14/2019	86,912.27	336.05	193.83	142.22	86,770.05	972
6	6/28/2019	86,770.05	336.05	193.51	142.54	86,627.51	1,165
7	7/12/2019	86,627.51	336.05	193.19	142.86	86,484.65	1,359
8	7/26/2019	86,484.65	336.05	192.87	143.18	86,341.47	1,553
9	8/9/2019	86,341.47	336.05	192.55	143.50	86,197.98	1,747
10	8/23/2019	86,197.98	336.05	192.23	143.82	86,054.16	1,939
11	9/6/2019	86,054.16	336.05	191.91	144.14	85,910.03	2,128
12	9/20/2019	85,910.03	336.05	191.59	144.46	85,765.57	2,320
13	10/4/2019	85,765.57	336.05	191.27	144.78	85,620.79	2,511
14	10/18/2019	85,620.79	336.05	190.95	145.10	85,475.69	2,702
15	11/1/2019	85,475.69	336.05	190.62	145.43	85,330.26	2,893
16	11/15/2019	85,330.26	336.05	190.30	145.75	85,184.51	3,083
17	11/29/2019	85,184.51	336.05	189.97	146.08	85,038.44	3,273
18	12/13/2019	85,038.44	336.05	189.65	146.40	84,892.03	3,462
19	12/27/2019	84,892.03	336.05	189.32	146.73	84,745.31	3,652
20	1/10/2020	84,745.31	336.05	189.00	147.05	84,598.25	3,841
21	1/24/2020	84,598.25	336.05	188.67	147.38	84,450.87	4,029
22	2/7/2020	84,450.87	336.05	188.34	147.71	84,303.16	4,218
23	2/21/2020	84,303.16	336.05	188.01	148.04	84,155.12	4,406
24	3/6/2020	84,155.12	336.05	187.68	148.37	84,006.75	4,593
25	3/20/2020	84,006.75	336.05	187.35	148.70	83,858.04	4,781
26	4/3/2020	83,858.04	336.05	187.02	149.03	83,709.01	4,968
27	4/17/2020	83,709.01	336.05	186.68	149.37	83,559.64	5,154
28	5/1/2020	83,559.64	336.05	186.35	149.70	83,409.94	5,341
29	5/15/2020	83,409.94	336.05	186.03	150.02	83,259.91	5,527

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) is voluntarily entered into this ____ day of November, 2022, by and between the TOWN OF BAY HARBOR ISLANDS (“TOWN”) and the SOUTH FLORIDA POLICE BENEVOLENT ASSOCIATION LAW ENFORCEMENT BARGAINING UNIT (“BARGAINING UNIT”) (both collectively hereafter the “Parties”) as follows:

WHEREAS, the Parties acknowledge that Article 29, Pension, of the current Collective Bargaining Agreement (“CBA”) between the Parties sets forth eligibility criteria and terms providing for the purchase by members of up to four (4) years of prior police and/or military service at the members’ sole expense paying the actuarial equivalence for such service period; and

WHEREAS, pursuant to the aforementioned terms of the CBA a member has elected to purchase prior military service at the current benefit multiplier; and

WHEREAS, both the CBA and the enacted governing ordinance fail to specify the exact benefit multiplier to be utilized when purchasing actuarially equivalent prior eligible service; and

WHEREAS, this issue was brought forth at the Town of Bay Harbor Islands Employees Retirement System (“Retirement System”) meeting that took place on November 9, 2022; and

WHEREAS, the Retirement System advised that it required clarification from the bargaining parties as to the intent of the CBA’s language in the interest of fulfilling its fiduciary duties to interpret and administer the Retirement System pursuant to the Town’s codified ordinance as written; and

WHEREAS, the parties wish to resolve this matter amicably.

**IT IS HEREBY STIPULATED AND AGREED TO BY THE PARTIES
THAT:**

1. The TOWN shall allow members of the BARGAINING UNIT who were employed by the TOWN as police officers on or prior to October 1, 2014, to purchase up to four (4) years of prior military or law enforcement service at the actuarial equivalence cost utilizing the benefit rate in effect at the time of such members' election to purchase prior eligible service. Actuarial equivalence member costs, as solely determined by the Retirement System's actuary, shall be based on the date that the member initially applied for the eligible service "buy back."
2. Any additional actuarial equivalence cost incurred by the member as a result of a change to the benefit multiplier shall be covered solely by the BARGAINING UNIT member, pursuant to the CBA.
3. The Parties agree and state that no promise, inducement or agreement not expressly contained herein has been made and that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual and not a mere recital.

Dated: _____

Maria Lasday, Town Manager
Town of Bay Harbor Islands

Michael Hellman, Esq.
Staff Attorney
South Florida PBA

2014 - 2017 COLLECTIVE BARGAINING AGREEMENT
BETWEEN
THE TOWN OF BAY HARBOR ISLANDS, FLORIDA AND
THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION

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PURPOSE AND INTENT

The general purposes of this Agreement are to provide an Agreement for wages, hours and conditions of employment of the employees covered by this Agreement except as otherwise provided by Constitution, Statute, Charter and Ordinance, to prevent interruption of work and interference with the efficient operation of the Town and performance of Town operations and to provide orderly, prompt, peaceful and equitable procedures for the resolution of differences and the promotion of harmonious relations between the Town and the Association. Upon ratification, the provisions of this Agreement will supersede procedural and operational directives, the Town's policy manual, Administrative Orders and other rules and regulations in conflict herewith. The Town retains the right to establish through Directives, Administrative Orders, or Rules, practices and procedures which do not violate the provisions of this Agreement.

ARTICLE 1. AGREEMENT

1.1 This Agreement is entered into by the TOWN OF BAY HARBOR ISLANDS, hereinafter referred to as the "Town" or the "Employer", and the DADE COUNTY POLICE BENEVOLENT ASSOCIATION, INC., hereinafter referred to as the "PBA" or the "Association".

ARTICLE 2. RECOGNITION

2.1 The Town hereby recognizes the Association as the sole and exclusive bargaining representative for all employees in the following appropriate unit:

INCLUDED: All full-time Police Officers, Police Corporals, Police Sergeants and Police Lieutenants .

EXCLUDED: All other employees of the Town of Bay Harbor Islands.

2.2 Employees shall only be required to perform work within the scope of their official duties or duties related to official Town business.

2.3 The Chief of Police shall have the right to appoint individuals to the rank of Corporal. Such appointments shall be within the Chief's sole discretion. Individuals removed from the rank of Corporal shall not have the ability to use the grievance procedure to contest said removal, and/or grieve/contest the removal in any manner. Upon appointment, employees appointed to the rank of Corporal shall be compensated consistent with Article 28, Section 28.8 of this Agreement.

ARTICLE 3. MANAGEMENT RIGHTS

3.1 The Association and its members recognize and agree that the Town has the sole and exclusive right to manage and direct any and all of its operations. Accordingly, the Town specifically, but not by way of limitation, reserves the sole and exclusive right:

- 3.1.1 To determine the organization of municipal government;
- 3.1.2 To determine the purposes) of each of its constituent agencies;
- 3.1.3 To exercise control and discretion over the organization and efficiency of Town operations;
- 3.1.4 To determine the standards of service, the scope of service and the method of service to be offered to the public;
- 3.1.5 To hire and/or otherwise determine the criteria and standards of selection for employment;
- 3.1.6 To fire, demote, suspend or otherwise discipline for just cause;
- 3.1.7 To promote and/or otherwise establish the criteria and/or procedure for promotions within and without the bargaining unit, subject to Article 12 herein;
- 3.1.8 To transfer employees from location to location and from time to time;
- 3.1.9 To lay off and/or relieve employees from duty due to lack of work or any other legitimate reason;
- 3.1.10 To rehire employees.
- 3.1.11 To determine the starting and quitting time and the number of hours and shifts to be worked, subject to Article 11 herein.
- 3.1.12 To determine the allocation and content of job classification.
- 3.1.13 To formulate and/or amend job descriptions;
- 3.1.14 To establish, change, amend or modify job duties, tasks, responsibilities or requirements;
- 3.1.15 To expand, reduce, alter, combine, assign or cease any job;
- 3.1.16 To establish, change, or modify the number, types and/or grades of positions of employees;
- 3.1.17 To insure that duties within departmental job descriptions, shall be performed by employees;

- 3.1.18 To merge, consolidate, expand, curtail or discontinue operations, temporarily permanently, in whole or in part, whenever in the sole discretion of the Town good business judgment makes such curtailment of discontinuance advisable;
- 3.1.19 To contract and/or subcontract any existing or future work;
- 3.1.20 To determine whether and to what extent the work required in its operation(s) shall be performed by employees covered by this Agreement;
- 3.1.21 To control the use of equipment and property of the Town;
- 3.1.22 To determine the number, location, and operation of headquarters, annexes, substations and/or divisions thereof;
- 3.1.23 To schedule and assign the work to the employees and determine the size and composition of the work force;
- 3.1.24 To determine the services to be provided to the public, and the maintenance procedures, materials, facilities, and equipment to be used, and to introduce new or improved services, maintenance procedures, materials facilities and equipment;
- 3.1.25 To take whatever action may be necessary to carry out the mission and responsibility of the Town in emergency situations;
- 3.1.26 Subject to Article 19, to formulate, amend, revise and implement policies, rules and regulations, provided however, that such formulation, amendment, revision and/or implementation is neither arbitrary nor capricious; and
- 3.1.27 To require employees to observe and obey the Town's policies, procedures, programs and rules and regulation.

3.2 The above rights of the Town are not all inclusive but indicate the type of matters or rights which belong to and are inherent in the Town in its general capacity as management.

3.3 If the Town fails to exercise any one or more of the above functions from time to time, this will not be deemed a waiver of the Town's right to exercise any or all of such functions.

3.4 The exercise of the above enumerated rights shall not preclude the raising of grievances should decisions on the above matters have the practical consequences of violating the terms and conditions of this Agreement or impact upon the present conditions of this Agreement or impact

upon the present conditions of employment, subject to the provisions of the Public Employees Relations Act.

3.5 The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. This Agreement, including its supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and constitutes the sole, entire and existing agreement between the parties hereto, and supersedes all prior agreements, oral and written, express or implied, or practices, between the Town and the Association or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term.

ARTICLE 4. NON-DISCRIMINATION

4.1 No employee covered by this Agreement will be discriminated against by the Town or the Association with respect to any job benefits or other conditions of employment accruing from this Agreement because of Association activity, race, sex, national origin, religion, physical disability or age.

4.2 Employees shall use the grievance procedure provided in Article 18 for violations of this article prior to filing administrative complaints so long as such action does not prejudice the employee's rights.

ARTICLE 5. ASSOCIATION REPRESENTATIVES

5.1 The Town shall recognize up to two (2) members of the bargaining unit as authorized representatives of the bargaining unit for attendance at sessions to renegotiate an agreement.

5.2 Designation of these authorized representatives shall be made each year in conjunction with any request by the PBA to renegotiate an agreement.

5.3 Two (2) authorized representatives shall attend negotiating sessions without loss of pay and benefits if his/her attendance is required during regular duty hours, and if his/her attendance is specifically authorized by the Chief of Police or his designated representative after manpower availability and operational needs have been met.

5.4 The Town will recognize two (2) representatives from the bargaining unit whose duties shall be to process grievances for members of the bargaining unit who request such representation. These representatives may process such grievances on duty, without loss of pay or benefits, with the express permission of the Chief of Police or his designee, who shall take into account all manpower and service needs. This permission shall not be unreasonably withheld. If scheduling results in both of the representatives working the same shift, only one representative at a time shall be allowed to process grievances. The absence of a representative on any shift shall not be deemed a breach of this Agreement, and any grievance presented during such a shift shall be processed whenever a representative becomes available, either on-duty with approval of Chief of Police or his designee or off-duty.

5.5 Authorized representatives for negotiating sessions and grievance processing shall be appointed by the PBA, and shall be designated in writing to the Chief of Police.

5.6 Except for circumstances and situations mentioned above, authorized representatives and/or other bargaining unit members shall conduct PBA business, attend PBA functions, and otherwise participate in PBA activities on personal, off-duty time.

ARTICLE 6. ASSOCIATION INFORMATION

6.1 The Town will permit the Association to post official notices of the PBA on the existing bulletin board located in the roll call room of the Police Department. Neither the Association nor bargaining unit employees shall post items which might offend, demean, demoralize or in any way impugn the character of any Town employee, department head or elected official. The PBA is responsible for reasonable costs incident to the preparing and posting of Association materials and removing of Association materials from this bulletin board, and for maintaining such board in an orderly condition.

6.2 Upon receipt of a written authorization form from an employee, the Town agrees to deduct the regular Association dues of such employees from his/her pay and remit such deductions to the Association. However, such authorization is revocable at the employee's will upon thirty (30) days written notice to the Town of Bay Harbor Island and the Association.

ARTICLE 7. LEGAL ASSISTANCE

7.1 The Town will undertake the defense of a bargaining unit employee against civil damage suits providing that such suit arose out of actions by the employee in the line of duty. Moreover, in such instance the Town will file proper and appropriate countersuits if such action is in the Town's interests, or if not, the Town will notify the concerned officer that he/she may contact legal counsel regarding the filing of proper and appropriate countersuits.

7.2 Legal representation pursuant to this Article shall be provided for any act or omission of action arising out of the scope of the officer's employment, unless in the case of a tort action, the officer acted in bad faith, with malicious purpose, or in a manner exhibiting willful and wanton disregard of human rights, safety, or property.

ARTICLE 8. PERSONNEL RECORDS

8.1 The Town will maintain the confidentiality of personnel records of employees to the extent permitted by state law and prevailing statutes. Release of employees' records shall only be done by the Town's Records Custodian or designee.

8.2 At no time shall the news media be directly or indirectly furnished with the home address, telephone number, and photograph of active or former law enforcement personnel; the home address, telephone number, photograph, and place of employment of the spouse or children of active or former law enforcement personnel; and the name or location of schools attended by the children of active or former law enforcement personnel.

8.3 Except for routine administrative material no paperwork will be inserted in an employee's personnel file without a copy being provided to the employee. Placing a copy in the employee's departmental mailbox is sufficient to satisfy the requirements of this paragraph.

8.4 Upon request, any employee shall have the right to inspect his/her official personnel records wherever kept, during the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday. Such inspection shall be conducted while the employee is off duty. The employee shall have the right to obtain from the Town duplicate copies, at the employee's expense, of this record for his/her use.

8.5 Employees shall have the right to add to their Personnel records written refutation of any document or information contained therein which is considered by the employee to be derogatory or to contain incorrect or insufficient information.

8.6 Upon request by the employee, documents in the categories listed below (a through c) shall be removed from an employee's official personnel file by the Town according to the following schedule:

(a) Disciplinary action reports involving suspensions, demotions, or other disciplinary action for similar types of conduct: Five (5) years from date received by employee.

(b) Disciplinary action reports involving suspensions, demotions, or other disciplinary action for dissimilar types of conduct: Five (5) years from date received by employee.

(c) Reprimands: Three (3) years from date received by employee if not followed by a similar action within one (1) year. If similar action does occur during that one year, records of reprimands shall be maintained for the five year period mentioned in (a).

(d) Formal Counseling: Up to three (3) years at the discretion of the Town.

Disputes concerning the time period specified in this paragraph will not be grievable.

NOTE: Removed documents shall be retained by the Town in a separate file. Removed documents may be used by the Town for any administrative action or any lawful purpose.

8.7 Upon request of the affected employee, complaints which are determined to be unfounded or not sustainable will not be inserted in an employee's official personnel file.

ARTICLE 9. INTERNAL INVESTIGATIONS

9.1 Whenever an employee covered by this Agreement has been advised by the Town that he/she is the subject of a formal investigation and thereafter is subject to a formal interrogation for reasons which could lead to disciplinary action, such interrogation will be conducted under the following conditions: (NOTE: A formal investigation shall exist whenever a preliminary investigation, which may include questioning of the affected officer, indicated that disciplinary action is probable.)

- (a) The interrogation will be conducted at a reasonable hour, whenever possible at a time when the employee is on duty, unless of course the seriousness of the investigation is of such an important degree that immediate questioning is required;
- (b) The interrogation will take place at the Police Department or Town Hall, whenever possible and practical based upon the circumstances;
- (c) At the request of the officer who is subject to investigation and interrogation, he/she shall be afforded a reasonable period of time to have a representative of his/her own choice present during the questioning;
- (d) The employee who is subject of the investigation and interrogation will be informed of the name and rank of the person asking the questions and also will be advised of the names and ranks of all persons present during questioning. It is agreed that only one person will question the employee at any time;
- (e) The employee who is subject of the investigation and interrogation, prior to his/her being questioned, will be informed of the nature of the investigation (and the charges against him/her and he/she shall be informed of the name of all persons lodging a complaint against him, and witnesses if any;
- (f) No employee shall be forced to submit to an examination by a polygraph or other mechanical or electronic device (e.g., "PSE") to determine the truth of his/her statement. However, such employee may be asked and may consent to the taking of such an examination;

(g) it is agreed that questioning sessions will be for reasonable periods of time and that break periods will be allowed for the employee to attend to "personal necessities" and rest periods will be allowed when necessary;

(h) The employee under the formal investigation and interrogation will not be subject to offensive language;

(i) The formal interrogation of any employee, including all recess periods, may be recorded by either party;

(j) If the employee who is subject to the investigation is placed under arrest, or if it is likely that he/she will be placed under arrest as a result of the formal interrogation, it is agreed that he/she shall be completely advised of his/her rights prior to the beginning of the formal interrogation.

9.2 If a statement is taken or an interrogation is conducted in violation of the procedures contained in this Article, such violation shall only affect the admissibility of such statement and shall not automatically invalidate any action taken as a result of the statement.

9.3 The employee shall be given an exact copy of any written statement he/she may execute, at no cost to the employee. Upon conclusion of the investigation, the employee will be furnished with a copy of the findings.

9.4 No employee will be compelled to speak or testify before, or be questioned by, any non-governmental agency unless under proper court subpoena, or as directed by the Chief or his designee.

9.5 Whenever possible, the Town will request that citizen complaints be made in writing or that a recorded statement be obtained. An employee will not be disciplined based upon an anonymous complaint unless following a full and fair investigation supported by competent and substantial evidence, it is determined that the complaint is sustained.

ARTICLE 10. DISCIPLINARY MATTERS

10.1 Employees relieved of duty for alleged violations of the law and/or department rules will remain on full salary and allowances until final action is taken by the Town. Such final action shall be any determination by the Chief of Police or his designated representative to demote, suspend, terminate, or otherwise move to affect the pay and benefits of an officer. The Town, in its discretion, may suspend without pay any employee immediately upon the employee being indicted by any grand jury or upon information being filed against him/her by any prosecuting official. Such suspension shall continue until the employee is tried and acquitted, the information or indictment is quashed or dismissed, or a court of competent jurisdiction places the employee in a pre-trial intervention program or withholds adjudication pending rehabilitation, whereupon the particular employee shall be reinstated and entitled to back pay for the period of suspension without pay less any pay withheld by the Town as a result of disciplinary action taken against the employee, and less any sums earned by the person in any other employment during the period of suspension. The Town may terminate the employee at any time it feels the relevant facts warrant such action. When such disciplinary action is taken the procedures in this Agreement shall prevail.

If an employee has been tried and found guilty of a felony or misdemeanor, involving moral turpitude, and his conviction is not reversed, he/she shall automatically forfeit his/her position with the Town and shall not thereafter be eligible for such employment. This rule applies regardless of whether the person is placed on probation or given a suspended sentence.

10.2 Employees shall not be dismissed or disciplined resulting in loss of pay or benefits except for just cause. Discipline shall be administered in accordance with Departmental Directives, as amended from time to time, which are hereby incorporated by reference. However, probationary police officers can be terminated and probationary police **sergeants** and police **lieutenants** can be demoted, without just cause and are not entitled to the procedures set forth in Article 10.4.

10.3 Probationary periods for employees shall be one year. This period may be extended by the Chief of Police at his/her discretion on a one time basis for no more than ninety (90) days.

10.4 Any employee, other than those excluded under Article 10.2, who has been suspended for two (2) or more days, demoted or terminated for just cause may request arbitration no later than fourteen (14) calendar days after said action has been effectuated or the employee becomes aware of said action. Disciplinary actions with less than two (2) days suspension, including written warnings and reprimands, are not arbitable and are final.

10.4.1 After giving notice of appeal to binding arbitration to the Town, the Association has thirty (30) days to request the names of seven arbitrators from the Federal Mediation and Conciliation Service ("FMCS"). The parties shall select an arbitrator from the list provided by method of alternate striking of names, with the Town striking first. The final name in the list shall be the arbitrator.

10.4.2 The fees for such arbitrator and his expenses will be split evenly between the parties. It is contemplated that the Town and the Association may be able to mutually agree in writing as to the statement of the matter to be arbitrated prior to the hearing, and if this is done, the arbitrator shall confine his decision to the particular matter thus specified. In the event of failure of the parties to so agree on a statement of issue(s) to be submitted, the Town and the Association shall submit a statement of issue(s) to the arbitrator. In the event of the failure of the parties to so agree, the arbitrator shall confine his consideration to the written statement and issue(s) raised.

10.4.3 The binding award shall be final and binding on both parties.

ARTICLE 11.BASIC WORKWEEK AND OVERTIME

11.1 For employees covered by this Agreement and who are on twelve (12) hour shifts, the basic work cycle shall consist of eighty (80) hours of duty within a fourteen (14) day period. Employees may be assigned to work a cycle which provides for regular work assignments which are more or less than eighty (80) hours within a fourteen (14) day period, provided that the assigned hours worked average eighty (80) hours per fourteen (14) day period over a reasonable period of time, not to exceed three (3) months. Officers who are assigned to a twelve (12) hour duty schedule will normally work seven (7) twelve (12) hour shifts in a two (2) week period. These officers will be given a twelve (12) hour shift off with pay every six (6) weeks. In the event the officer is required to work this shift, they shall be paid at one and one half (1 ½) times their current base rate of pay for all hours worked. The determination to implement a twelve (12), ten (10) and/or eight (8) hour work week rests solely in the discretion of the Chief of Police and is not grievable.

11.2 Those who are on ten (10) and eight (8) hour shifts, will have a work week consisting of seven (7) days and any hours worked in excess of forty (40) hours shall either be paid at one and one half (1 ½) times the employee's regular rate of pay or through compensatory time calculated in the same manner.

All Paid leave except sick leave and funeral leave shall be considered hours worked. The choice as to Comp Time or pay shall be made by the employee. Comp Time may be earned and accrued up to a maximum of two hundred (200) hours per fiscal year. Comp Time may only be used with the prior approval of the Chief of Police or his designee requested through the officer's immediate supervisor. At the end of each fiscal year Comp Time will be paid to the employee at the rate such Comp Time was earned. Employees may request to be paid for up to fifty (50) hours of Comp Time. Nothing herein shall guarantee a minimum number of hours per day, per week or per month.

11.3 In consideration of the above overtime provisions and compensation at one and half (1 ½) times the employee's straight time rate of pay, it is agreed and understood that compensation for roll call and duty transfer time is included in the basic pay for any shift.

11.4 Except in cases of operational necessity officers will be entitled to at least eight (8) hours off-duty before returning to work.

11.5 When it is necessary for the Town to require an employee to return to work, not within his/her regularly assigned shift, the Town will compensate the employee a minimum of two (2) hours at the overtime rate of pay.

11.6 Employees shall be provided at least thirty (30) days written notice preceding a regularly scheduled shift rotation in order to make an orderly readjustment to their personal schedules. Employees will be provided reasonable notice based upon the circumstances of an interim temporary shift change required by operational necessity. Shifts shall not be adjusted (i.e., employee sent home early; told to come in late, given a day off) to avoid the payment of overtime already worked by an employee, or to avoid overtime based upon a court appearance.

11.7 Employees attending court related matters while off-duty and arising from their official duties and capacity shall be entitled to a minimum of four (4) hours overtime. Court minimums will only apply to those court appearances which occur more than one hour from the employee's regularly scheduled shift.

11.8 Employees shall receive travel reimbursement as provided by Florida Statutes.

11.9 Shifts shall be assigned approximately every four (4) months.

ARTICLE 12. PROMOTIONS

12.1 All promotional vacancies in the Sergeant and Lieutenant classifications shall be filled in accordance with the procedures set forth in this Article. Filling of such a vacancy remains in the discretion of the Town.

12.2 Whenever a budgeted promotional vacancy exists in a Sergeant or Lieutenant classification and there is no existing list, the Town agrees to arrange for the administration of a written examination to all qualified candidates. Filling of such a vacancy remains in the discretion of the Town.

12.3 The Employer will announce promotional examinations at least sixty (60) days in advance of said examinations. This announcement will list the areas which the examination will cover and the sources from which the examination questions are drawn as well as all such references and source material available to eligible candidates.

12.4 The Sergeant's examination shall be restricted to non-probationary employees with not less than three years service in sworn law enforcement at least two of which must be in this Department. The Lieutenant's examination shall be restricted to non-probationary employees, with not less than three (3) years service in sworn law enforcement, at least two of which must be in this Department.

12.5 At the time a new promotional examination is given, all eligible employees who wish to be on the new list must take the new examination. No employee will be placed on the new list as a result of previous test scores. The promotional eligibility list shall be of one (1) year duration unless there are fewer than four (4) candidates on such a list. Thereafter, a new promotional examination may be given at the discretion of the Town.

12.6 The promotional process shall consist of two (2) parts: a written examination worth forty percent (40%) of total cumulative score; an oral examination worth sixty percent (60%) of total score.

12.7 Following the successful completion of the written portion of the promotional exam each candidate shall be evaluated by an interview board composed of the Chief of Police, the Town Manager, and two additional representatives who shall be a Chief of Police and a Police Lieutenant mutually acceptable to the Town and the Association.

12.8 A list of eligible candidates shall be compiled in the order of their final cumulative score. If necessary, seniority by classification shall serve as a tie breaker in determining the final eligibility list. All employees shall be notified of their scores.

12.9 The Chief of Police shall be the final authority in determining which officers are to be promoted to Sergeant or Lieutenant; provided only that his choices shall be limited to the highest four (4) scoring candidates, as determined by a combination of scores.

12.10 When appropriate as determined by the Chief of Police, officers promoted to the next higher rank will receive appropriate training during the probationary period.

12.11 Police Officers and Police Sergeants who are promoted shall receive a minimum of a five percent (5%) pay increase at the time of such promotion.

ARTICLE 13. VACATION LEAVE

13.1 Bargaining unit employees shall be entitled to receive five (5) days of paid vacation after completing six (6) months of continuous service; ten (10) additional days after completion of their first year of service; fifteen (15) days per year of paid vacation each year thereafter; and a total of twenty (20) days per year of paid vacation after completing ten (10) years of service. Effective October 1, 2002, employees shall receive twenty-five (25) days per year of paid vacation after completing fifteen (15) years of service; and thirty (30) days per year of paid vacation after completing twenty (20) years of service. Employees will be permitted to accrue up to 120 hours in a "Vacation Bank". The Vacation Bank hours may be carried over from year to year, arrangements should be made so that vacations are taken each year.

13.2 Employees are encouraged to take advantage of the benefits of a vacation leave each year. Vacation days may be carried over to a subsequent year only with the approval of the Town Manager and for a valid reason.

13.3 The dates of all vacation leaves must be approved by the Chief of Police and should be scheduled so as to create a minimum of hardship on the regular work schedule.

13.4 A vacation leave schedule shall be posted by February 1st of each calendar year.

13.5 Each bargaining unit member on their anniversary date shall be credited with eight (8) hours of Personal Leave. The Personal Leave must be used within one (1) year of the date it was accrued and shall not be carried over to the next year.

ARTICLE 14. HOLIDAYS

14.1. The Town recognizes the following eleven (11) official holidays for bargaining unit employees:

New Year's Day	January 1st
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Veteran's Day	November 11th
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Day	December 25th

*Employee's Birthday

* May be taken on another date agreed to by the employee and Chief of Police.

14.2. If an employee's shift begins on a holiday, he/she will be paid at a rate of one and one-half (1-1/2) times his/her normal rate of pay for the time actually worked, in addition to being paid for the holiday as part of his/her normal work week.

14.3 If an employee's shift begins on Christmas or New Year's Day he/she will be paid at the rate of two (2) times his/her normal rate of pay for the time actually worked, in addition to being paid for the holiday as part of his/her normal work week.

14.4 If the employee's shift begins on a holiday, including Christmas or New Year's, and the employee calls in sick, is out of work pursuant to Article 23, or takes bereavement leave as described in Article 15, the provisions of paragraph 14.2 or 14.3 shall be inapplicable.

14.5 If a holiday falls on an employee's regular day off or within a vacation period, he/she shall receive one day's pay in lieu of the holiday or at the option of the Chief of Police and with the employee's consent, he/she may be granted an alternate day off for the holiday.

ARTICLE 15. SICK AND BEREAVEMENT LEAVE

15.1. Approval for sick and bereavement leave remains in the discretion of the Town, however, such approval will not be unreasonably denied.

15.2 Up to two (2) additional days of sick or bereavement leave may be granted for circumstances necessitating out of state travel.

15.3 The benefits of this article shall apply to an employee's immediate family. Immediate family shall be defined as spouse, children, grandchildren, mother, father, sister, brother, mother-in-law, father-in-law, grandfather or grandmother.

15.4 SICK LEAVE POLICY

- a. Sick leave will be accrued at 1 day per month (12 days per year) beginning on the first year of the policy. Every year thereafter days will be earned on a monthly basis.

Note: New bargaining unit members will be prorated by date of hire and will follow the regular schedule in new calendar year.

- b. Each bargaining unit members will have a sick bank of days based on the following formula: one day will be granted for each month of service with the department. All sick days utilized in the bargaining unit member's career will then be deducted from that total leaving that amount of days left to be the officer's sick bank.

Note: Any bargaining unit members in a negative position will be granted one day for each month left in the year from the signing date of the contract.

- c. Upon separation, bargaining unit members in good standing will be allowed up to a maximum of 90 day payout for unused sick days or 50% of remaining sick leave balance. (This payout will not be used for pension calculation).

- d. ***Catastrophic Sick Bank.*** Each bargaining unit members would be granted a 60 day sick bank. This time can only be used after all regular sick time, vacation time and

comp. time is utilized and must be used for catastrophic illnesses. (Ex. Cancer treatment and therapy, broken bones, rehabilitation of same)

Note: This bank cannot be used for pension calculations of pay outs. This bank of time will be temporary time bank that will be reduced each year for three years until zero.

The schedule would be as follows:

Year 1	60 Days
Year 2	30 Days
Year 3	15 Days

*Determination of what specific illness/injury is catastrophic will be made by Chief of Police.

e. Medical Certification (doctor's note) required for 3 or more days of being out sick. Employees will be required to be at their residence during regular duty hours while on sick leave until they return to work.

- Bargaining unit members will notify Desk Officer/Dispatcher when leaving residence on sick leave during regular duty hours and give reason to Desk Officer/Dispatcher for documentation.

f. 3 or more incidents in 6 month period or 5 or more incidents in a 12 month period will result in a bargaining unit members being designated ***Chronic Sick***. Sick Leave incidents shall not include Sick Leave used in connection with a child, family member or spouse's illness or injury.

Note: Incident defined as one of more days per sick occurrence.

- ***Chronic Sick*** designation will cause the following regulation to be enforced:
 1. Review of bargaining unit member's performance records.
 2. Elimination of discretionary OT and work assignments for 90 days upon 1st chronic Sick designation. Note: Full 8 month curtailment of OT on 2nd and/or additional Chronic Sick Designation.

3. All tour change requests, requests for IVD will only be granted by the CO or XO.
4. Record of Chronic Sick designation will be placed in the Bargaining Unit Members permanent record file.
5. Chronic Sick designation will be considered when bargaining unit members is being considered for promotions, discretionary details/positions with the department.
6. Subject to Medical evaluation to determine fitness for duty by Town chosen physical.

16. EDUCATIONAL ASSISTANCE

16.1 The Town, in its efforts to encourage its bargaining unit members to acquire a greater knowledge in their field of employment during their personal time agrees to bear the cost of required tuition but not matriculation costs, laboratory fees, books and materials for job related educational courses. In order for an employee to be eligible for reimbursement for a particular course, prior approval for the course must have been received from the Town.

16.2 Reimbursement as provided in 16.1 (above) shall be made, in accordance with the following:

Grade A	100% Reimbursement
B	75% Reimbursement
C	50% Reimbursement
D	0% Reimbursement
F	0% Reimbursement
W	0% Reimbursement

16.3 Employees who voluntarily terminate employment or who are discharged from the Town within two (2) years from the end of a course for which reimbursement from the Town has been received shall reimburse the Town for the cost of the course pursuant to 16.4 (below). In the case of a termination no reimbursement shall be required until all appeals of the termination have been exhausted or until the time to take appeals has expired.

16.4 Reimbursement shall be made on a six (6) month pro rata basis rounded to the nearest six (6) month period. For example, if an employee leaves four (4) months after a course begun after October 1, 1996 ends, the employee will reimburse the Town for three-quarters (3/4) of tuition for that course (two (2) years is 100%; four (4) months rounded to the nearest six (6) month period is six (6) months; two (2) years minus six (6) months leaves three-quarters (3/4) of two (2) years). If an employee leaves one (1) year and one (1) month after the course terminates they would reimburse the Town one half (1/2) tuition (one (1) year and one (1) month rounded to the nearest six (6) months is one (1) year; one (1) year is fifty percent (50%) half of two (2) years).

16.5 No employee shall be reimbursed for tuition in excess of two thousand (\$2,000) dollars in any fiscal year.

ARTICLE 17. DRUG AND ALCOHOL TESTING

17.1 The Town and the PBA recognize that employee drug and alcohol abuse has an adverse impact on Town government, the image of the Town employees, the general health, welfare and safety of the employees, and to the general public at large. Therefore, the parties agree that the Police Department shall have the right to require employees to submit to drug and alcohol testing designed to detect the presence of illegal drugs and alcohol.

17.2 Drug is defined as amphetamines, cannabinoids, cocaine, phencyclidine (PCP), hallucinogens, methaqualone, opiates, barbiturates, benzodiazepines, synthetic narcotics, designer drugs, or a metabolite of any of the above mentioned substances. Alcohol includes distilled spirits, wine, malt beverages, and intoxicating liquors.

17.3 The Department will require members of the bargaining unit to submit to drug and alcohol tests under the following circumstances:

17.3.1 The Department may require all members of the bargaining unit who suffer an injury in the line of duty and/or are involved in a car accident to submit to a drug and alcohol test immediately after the accident.

17.3.2 The Department will require all members of the bargaining unit to submit to a drug and/or alcohol test based on its belief that the employee to be tested is under the influence of or possibly using drugs and/or alcohol drawn from specific objective and articulable facts and reasonable inferences drawn from those facts in light of experience. Among other things, such facts and inferences may be based upon:

- (a) Observable phenomena while at work, such as direct observation of drug and/or alcohol usage or of the physical symptoms or manifestations of being under the influence of a drug and/or alcohol.
- (b) Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- (c) A report of drug and/or alcohol use, provided by a reliable and credible source, which has been independently corroborated.
- (d) Evidence that an individual has tampered with a drug and/or alcohol test

during employment with the current employer.

(e) Information that an employee has caused, or contributed to, an accident while at work.

(f) Evidence that an employee 'has used, possessed, sold, solicited, or transferred drugs while working or while on the employer's premises or while operating the employer's vehicle, machinery, or equipment.

Inappropriate employee behavior as described above must be personally observed by a superior officer and witnessed by at least one other employee witness, who may or may not be a superior officer or a police officer.

When confronted by a superior officer, the employee under suspicion will be offered an opportunity to explain to the superior officer, prior to being ordered to take the drug and/or alcohol test, why the aberrant or unusual behavior is noticeable. Drug and/or alcohol testing based upon reasonable suspicion will be conducted only with either the consent of the Police Chief or his/her designee or the consent of the Town Manager or his/her designee. Such approval shall be memorialized in writing and indicate the subject matter of the test, why the test was ordered and listing the specific objective fact(s) constituting "reasonable suspicion." A copy of this written order will be provided to the employee as soon as it is practicable to do so.

Any refusal on the part of the suspected employee to immediately comply with a valid "reasonable suspicion" drug and/or alcohol testing order will result in the immediate causal termination of the employee.

17.3.3 The Department, as part of its medical examination process during pre-employment; during a fitness for duty examination, and during the annual physical examinations, will require the members of the bargaining unit to submit to a drug and alcohol test.

17.3.4 All members of the bargaining unit, at the discretion of the Chief of Police, will be randomly tested for drugs. The selection of the employees to be tested will be made using a neutral software selection program.

17.4 An employee required to submit to a mandatory test for the presence of drugs and/or alcohol shall be entitled to have a PBA or other employee representative present during the test. However, under no circumstances will the drug and/or alcohol test be delayed for more than one (1) hour to allow for the presence of a PBA or other employee representative.

17.5 The following procedures shall apply to the substance abuse testing administered to employees who meet the above stated conditions:

17.5.1 Analysis of specimens will be collected and performed only by laboratories, hospitals or clinics certified by the State of Florida, Agency for Health Care Administration (AHCA) or the Federal Substance Abuse and Mental Health Services Administration (SAMHSA), utilizing qualified sites and employing collectors trained to follow custodial collection protocols and properly maintain legal specimen chain-of-custody. Specimens may include urine, blood, and hair follicle samples.

17.5.2 Specimens shall be drawn or collected at a laboratory, hospital, doctor's office, certified medical facility or even on Town premises by a certified health care professional. If the Town or the collector requires an observer when the urine specimen is given, the observer shall be of the same sex as the employee being tested. All specimen containers and vials shall be sealed with evidence tape and labeled in the presence of the employee, and his/her witness should be in existence.

17.5.3 All drug and/or alcohol testing will be conducted using recognized technologies and recognized testing standards. The following standards shall be used to determine what level of detected substance shall constitute a **POSITIVE** test result for urine specimens:

Substance	Screening Test	Confirmation
Amphetamines	1000 ng/mL	500 ng/mL
Barbiturates	300 ng/mL	150 ng/mL
Benzodiazepines	300 ng/mL	150 ng/mL
Cocaine	300 ng/mL	150 ng/mL
Cannabinoids (Marijuana)	50 ng/mL	15 ng/mL
Methadone	300 ng/mL	150 ng/mL
Methaqualone	300 ng/mL	150 ng/mL
Opiates (Heroin, Morphine, Codeine)	2000 ng/mL	2000 ng/mL
Phencyclidine (PCP)	25 ng/mL	25 ng/mL
Propoxyphene	300 ng/mL	300 ng/mL
Alcohol (Ethanol)	0.02 g/dl	0.04 g/dl (blood specimen only)

17.5.4 Levels found below those set above shall be determined as negative indicators. Tests for other non-presented controlled substances will be in accordance with federal and state government screening and confirmation standards.

17.5.5 All positive initial tests shall be confirmed using gas chromatograph/mass spectrometry or an equivalent or more accurate scientifically accepted method approved by AHCA. The test must also use a different scientific principle from that of the initial test procedure.

17.5.6 A Certified Medical Review Officer (MRO) who will be a medical professional chosen by the Town will review all negative and confirmed positive laboratory results. The current MRO for the Town is Kenneth Kaplan, M.D. located at Mount Sinai Medical Center, 4304 Alton Road, First (1st) Floor, Occupational Health Department, Miami Beach, FL 33140, telephone number, (305) 674-2312. Confirmed positive results will only be communicated to the Town's designated human resources professional after the MRO has ascertained that personal prescriptions or other legal substances do not account for the laboratory findings. Investigations may include, as appropriate, telephone contact with the employee and any prescribing physician. Employees may consult the Town appointed MRO concerning drugs and/or drug groups that may be tested for under this procedure.

17.5.7 Employees may contact the Town's MRO to ask questions concerning prescribed medications they are taking for clarification purposes involving fitness for duty assessments.

17.5.8 The following is a list of over the counter and prescription drugs which could alter or affect drug and alcohol test results. Due to the large number of obscure brand names and the constant marketing of new products, this list cannot be and is not intended to be all inclusive:

Alcohol: All liquid medications containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example, Vick's Nyquil is 25% (50 proof) ethyl alcohol, Comtrex is 20% (40 proof), Contact Severe Cold Formula Night Strength is 25% (50 proof), and Listerine is 26.9% (54 proof).

Amphetamines: Obetrol, Biphedamine, Desoxyn, Dexedrine, Didrex, Ioanamine, Fastin, Vicks Nasal Inhalers.

Cannabinoids: Marinol (Dronabinol, THC).

Cocaine: Cocaine HCl topical solution (Roxanne).

Phencyclidine: Not legal by prescription

Opiates: Paregoric, Parepectolin, Donnagel PG, Morphine, Tylenol with Codeine, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Diluadid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussiorganidin, etc.

Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Egic, Butisol, Mebaral, Butabarbital, Butalbital, Phrenilin, Triad, Etc.

Benzodiazepines: Ativan, Azene, Clonopin, Dalmane, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax, etc.

Methodone: Dolophine, Metodose, etc.

Propoxyphene: Darvocet, Darvon N. Dolene, etc.

17.6 Within five (5) working days after receipt of a positive confirmed test result from the testing laboratory, the Town will inform the employee or job applicant in writing of such positive test result, the consequences of such results, and the options available to the employee or job applicant. The Town shall provide to the employee or job applicant upon request, a copy of the test results. Within five (5) working days after receiving written notification of a confirmed positive test result, an employee or job applicant may submit information to the Town explaining or contesting the test results and why the results do not constitute a violation of the employer's policy. If the Town disagrees with the employee's position, within fifteen (15) days of receipt of a formal challenge of positive confirmed test results, the Town will respond to the employee. If the employee wishes to maintain the challenge, within thirty (30) days of receipt of the Town's written response, the employee may appeal to a Court of competent jurisdiction and/or a Judge of Compensation Claims (if a workplace injury has occurred). Upon initiating a challenge, it shall also be the employee's responsibility to notify the testing laboratory which must retain the specimen until the case is settled. Furthermore, any decision made or action taken which adversely affects the employee under this Article is subject to the grievance and arbitration procedure of this Agreement.

17.7 The results of all tests performed hereunder will be held confidential to the extent permitted by law.

17.8 Any specimens found or admitted to have been adulterated or substituted before, during or after the substance abuse test, will constitute immediate grounds for employee discharge from employment.

17.9 All job applicants and employees have a responsibility to notify the laboratory of any administrative or civil actions brought pursuant to the Drug - Free Workplace Act as found in section 112.0455 of the Florida Statutes.

17.10 The results of such tests shall be handled as if part of an internal affairs investigation, and the employee involved shall be afforded all the rights enumerated in Section 112.532 of the Florida Statutes. The taking of drug and/or alcohol tests from a member of the bargaining unit does not constitute an interrogation within the meaning of Section 112.532 of the Florida Statutes, unless questions are asked at the time the test is taken.

17.11 Disciplinary consequences for having a confirmed positive drug test is the immediate discharge of the employee for cause, and the potential denial of Unemployment Compensation as specified in Sections 440.101 and 440.102 of the Florida Statutes. An employee injured in the line of duty and/or involved in an automobile accident and subsequently confirmed positive for drug and/or alcohol abuse based upon post accident testing will also be terminated from employment and may lose Workers' Compensation benefits.

17.12 An employee who tests positive for alcohol and was not involved in an accident and/or did not suffer an injury in the line of duty while under the influence of alcohol must meet the following conditions to remain employed by the Department:

- (1) Completion of an Employee Assistance Program or Substance Abuse Program approved by the Town.
- (2) During the period the employee is out after a positive alcohol test result, he/she will be placed in a "no-pay" status or they may utilize their accrued vacation leave.

- (3) The employee who had a positive test result and is reinstated must sign a Last Chance Agreement that will specify immediate discharge on a second positive alcohol test.

17.12 Nothing in this Article shall prohibit an employee from voluntarily self-identifying as having a substance abuse problem to either his/her immediate supervisor, Department Head, or an Employee Services Representative, but may not do so just prior to being selected for a drug and/or alcohol test. Requests from employees for assistance in this regard shall remain confidential to the extent permitted by law and shall not be revealed to other employees or members of management without the employee's consent. Employees enrolled in substance abuse programs as outpatients, shall be subject to all Town rules, regulations and job performance standards. The Department will not discharge, discipline, or discriminate against an employee solely upon the employee's voluntarily seeking treatment for a drug and/or alcohol related problem, while under the Department's employ if the employee has not entered an employee assistance program for drug/alcohol related problems, or entered a drug/alcohol rehabilitation program for related problems.

Drug and alcohol abuse are serious personal concerns for many individuals. The Town provides employees in such circumstances with the services of an Employee Assistance Program which may be called to obtain *free, confidential, professional referral assistance*. The program available to employees and utilized by the Town is Horizon Employee Assistance Program.

ARTICLE 18. GRIEVANCE AND ARBITRATION PROCEDURE

18.1 In a mutual effort to promote harmonious working relations between the parties of this Agreement, it is agreed to and understood by both parties that there shall be a procedure for the resolution of grievances or misunderstanding between the parties arising from the application and interpretation of this Agreement.

18.2 A grievance shall be defined as any dispute concerning the interpretation or application of this Agreement, excluding disciplinary action (i.e. suspension, demotion, termination) which will be handled in accordance with Article 10.

18.3 Grievances shall be processed in accordance with the following procedure:

Step 1:

The aggrieved employee shall discuss the grievance with his immediate supervisor within seven (7) calendar days of the occurrence which gave rise to this grievance. If the event(s) which gave rise to the grievance occurred at a time when the employee was on annual leave, sick leave, or other authorized leave, the seven (7) day period shall commence running immediately upon the employee's return from such authorized leave. The Association representative may be present to represent the employee. The immediate supervisor shall attempt to correct the problem and/or respond to the employee within ten (10) calendar days. Where a grievance is general in nature in that it applies to a number of employees having the same issue to be decided, it shall be presented directly at Step 2 of the grievance procedure within the time limits provided for the submission of the grievance at Step 1 and signed by the aggrieved employee(s) or the Association representative on their behalf. All grievances must be processed within the time limits provided unless extended by mutual agreement in writing. (In the event the Association representative signs said grievance, the employee's name will be listed on the grievance.)

Step 2:

If the grievance has not been satisfactorily resolved, the aggrieved employee and the Association representative, if so requested by the employee, shall reduce the grievance to writing and present such written grievance to the Chief of Police or his designee within seven (7) calendar days from the time the supervisors response was due in Step 1. The written grievance shall include the contractual provisions being grieved, facts surrounding the grievance, and the remedy requested. The Chief of Police or his designee may meet with the employee, and the Association representative. The Chief of Police or his designee shall respond in writing, ten (10) calendar days from receipt of the grievance.

Step 3:

If the grievance remains unresolved the aggrieved employee may present the written grievance to the Town Manager or his designee within seven (7) calendar days from the time the Chief of Police's response was due in Step 2. The Town Manager or his designee may meet with the employee and the Association representative. The Town Manager or his designee shall respond in writing, within twenty (20) calendar days from receipt of the grievance.

Step 4:

If a grievance, as defined in this Article, has not been satisfactorily resolved within the grievance procedure, the Town or the Association may request arbitration on behalf of the employee(s) no later than twenty (20) calendar days after the Town Manager's response is due in Step 3. The parties to this Agreement will mutually agree, or attempt to agree, on an independent arbitrator. If this cannot be done, the parties or their representatives shall jointly request the names of five (5) arbitrators from FMCS. The parties shall select an arbitrator from the list by the method as set forth by FMCS. That arbitration shall be conducted under the rules of the FMCS. Subject to the following, the arbitrator shall have the jurisdiction and authority to decide a grievance as defined in the article. It is contemplated that the Employer and the Association may be able to mutually agree in writing as to the statement of the matter to be arbitrated prior to the hearing, and if this is done the arbitrator shall confine his decision to the particular matter thus specified. In the event of failure of the parties to so agree on a statement of

issue to be submitted, the Town and the Association shall submit a statement of the issues to the arbitrator.

Copies of the award of the arbitrator, made in accordance with the jurisdictional authority under this Agreement, shall be furnished to both parties within thirty (30) days of the hearing and shall be final and binding upon both parties. The Employer shall provide the hearing room. Each party shall bear the expenses of its own witnesses, and shall pay one-half the cost of the impartial arbitrator. Parties desiring copies of the transcript of such arbitration shall bear the expense. Nothing in this article shall be construed to prevent any employee from presenting his own grievance, up to but not including a request for arbitration; however, the Association shall be given reasonable opportunity to be present at any meeting called for the resolution of grievances.

18.4 Any grievance not answered by management in the time limits provided above automatically advances to the next higher step of the grievance procedure. Any grievance not pursued by the employee within the time limits above will be considered abandoned.

ARTICLE 19. RULES AND REGULATIONS

19.1 It is agreed and understood that the Town and the Police Department currently have rules and regulations governing employment. The Association agrees that said rules and regulations shall be formulated, amended, revised and implemented in the sole and exclusive discretion of the Town, provided, however, that said formulation, amendment, revision and implementation will be neither arbitrary nor capricious.

19.2 It is agreed and understood that employees will be provided with copies of any rules and regulations which are new and/or which replace, update, and/or supersede the Town's or Department's present rules and regulations.

19.3 The Town shall give a copy of any newly adopted rule or regulation, as well as any amendment or revision to a rule or regulation, to the Association.

ARTICLE 20. SAVINGS CLAUSE

20.1 Should any provisions of this collective bargaining Agreement, or any part thereof, be rendered or declared invalid by reason of any existing or subsequently enacted legislation, or by any decree of a court of competent jurisdiction, all other articles and sections of this Agreement shall remain in full force and effect for the duration of this Agreement. Upon request by either party, both parties shall immediately enter into collective bargaining for the purpose of re- negotiating such Article or Section so affected.

ARTICLE 21. PREVAILING RIGHTS

21.1 All job benefits provided for in writing heretofore enjoyed by all the bargaining unit employees who are not specifically provided for or abridged by this Agreement shall continue. The Agreement will not deprive any employee of any benefits or protections granted by the laws of the State of Florida, Ordinances of the Town of Bay Harbor Islands, or the Rules and Regulations of the Bay Harbor Islands Police Department.

ARTICLE 22.
SENIORITY

22.1 Seniority shall consist of continuous accumulated paid service by classification with The Town. Seniority shall be computed from the date of appointment to the classification and shall accumulate during paid absences because of illness, injury, vacation, military or other authorized leave. In the event bargaining unit employees have the same seniority by classification, seniority shall then be determined in the following descending order: Date of Hire by Department/Date of Hire by Town/Draw Lots.

22.2 Provided operational needs are met, seniority shall be used to determine the following:

- (a) Vacation leave.
- (b) Shift selection which includes days off.
- (c) Off-duty employment rotation assignments.

22.3 Provided operational needs are met and qualifications for selection are equal, seniority shall be a tiebreaker for the following: (a) Assignment of department equipment
(b) Vacancies in specialized units.

22.4 Vacancies in specialized units shall only be filled by non-probationary employees unless non-probationary employees are unqualified or decline the position.

ARTICLE 23. INJURIES IN THE LINE OF DUTY

23.1 If an employee is injured in the line of duty and is entitled as a matter of law to receive Worker's Compensation benefits under Florida's Workers' Compensation Act, the Town will supplement such compensation so that the employee will receive full pay, and he will continue to accrue seniority benefits, for up to ninety (90) calendar days resulting from time lost due to the injury. The ninety (90) day period may be extended for one or more additional periods of up to forty-five (45) calendar days by the Town Manager. The Manager's decision shall not be unreasonable. If the employee receives any other payments from social security, the Town's disability insurance plan, etc., the employee shall immediately report said amounts to the Town and the Town will reduce its supplemental payments to the employee by that amount. It is intended that no employee should ever receive more than his/her full pay.

23.2 If the employee is absent from work for more than one hundred eighty (180) calendar days, and the Town Manager determines that he wants to fill the employee's position, he may place the employee on a medical leave of absence for the purpose of further rehabilitation or as a prelude to disability retirement. In that event, the employee will remain eligible for reinstatement to an available and open position for an eighteen (18) month period if, in the determination of the Town Manager, based upon reports of a physician designated by the Town, the employee becomes able to perform the job. The employee may also be examined by his/her own physician. If these physician opinions are different, then the employee would be examined by a third physician that would be selected by the first two physicians and whose determination regarding the employee's return to work capabilities shall be binding. Upon reinstatement, the employee will be returned to the pay step and seniority status in effect at the time full pay by the Town was terminated.

23.3 When so directed by the Town, any employee on disability leave shall present himself/herself to an examination at any reasonable time to any physician designated by the Town. The Town will bear the full expense of said examination. The refusal of any such employee to present himself/herself for an examination will operate to automatically terminate his/her disability leave.

23.4 Whenever an employee on disability leave becomes physically able to perform some useful light duty work for the Town, as approved by the employee's treating physician, he/she may be required to do so as a condition to receiving the benefits specified in paragraph 23.1.

ARTICLE 24 OFF-DUTY EMPLOYMENT

24.1 The Town agrees that employees working off-duty employment will receive compensation for off duty work according to a fee schedule set by committee comprised of one member appointed by the Chief, one representative of each shift and a PBA representative.

24.2 Personnel assigned to off-duty law enforcement jobs shall be fully protected in case of line of duty injury during such assignment by Workmen's Compensation and Town disability leave coverage.

24.3 When available, the Town will furnish a hand-held radio unit to an employee working an approved off-duty employment detail.

24.4 In addition to the amount paid the employee, the Town shall charge the permittee a surcharge of two dollars (\$2.00) per hour worked.

ARTICLE 25. UNIFORMS, SAFETY AND EQUIPMENT

25.1 All uniform and equipment benefits provided on a department wide basis shall remain in full force and effect. Employees shall receive replacement items as needed.

25.2 The parties acknowledge that law enforcement is, by its very nature, a hazardous occupation and employees understand that the nature of the job environment exposes them to hazardous conditions. The Town will make a reasonable effort to ensure that its equipment, working conditions and the job environment will not jeopardize the health or safety of employees. Nothing in this Article limits the management rights expressed in this Agreement. Employees will make a conscientious effort to maintain a safe working environment.

25.3 The Town will make a reasonable effort to ensure that equipment it purchases will not jeopardize the health or safety of bargaining unit employees and will be adequately maintained. Employees will make a conscientious effort to operate vehicles and maintain equipment in a safe and efficient manner, as well as to insure equipment is inspected and not subject to abuse.

25.4 The Town will provide all bargaining unit employees with an approved bullet proof vest, which shall be worn by bargaining unit employees when performing patrol duties or as otherwise directed by the Chief of Police.

25.5 Except for instances involving employee negligence, if an employee's personal property is lost or damaged as a consequence of his official duties, (i.e., through physical violence, accident, or assault) and no other reimbursement source is available, the Town, upon approval by the Manager, will reimburse the employee for the replacement of property to a maximum of one hundred percent (100%) of replacement cost or one hundred fifty dollars (\$150.00), whichever is less.

25.6 Vehicles:

A. Upon ratification of this Agreement, the Town shall implement a Take Home Vehicle Program (hereafter referred to as "THVP"). The Chief of Police shall the right and authority to determine the assignment of vehicles. The removal of an assigned vehicle shall be at the Chief's discretion. Vehicle assignments are understood to be based on operational necessity and subject to the THVP policy guidelines and standards that shall be established by the Chief of Police as soon as practicable after (or prior to) the execution of this Agreement.

B. All police vehicles will be equipped with:

(a) Surgical gloves

(b) One way resuscitation device

(c) Disinfectant

(d) Bargaining unit members will be permitted to carry semi-automatic weapons while on duty and off duty under the following conditions.

1) Those employees wishing to carry semi-automatic weapons will make their selection from a choice of types as determined by the Chief of Police, based upon the recommendation of the Firearms Committee.

2) The weapon must be inspected and certified as safe by an expert designated by the Chief of Police.

3) The employee must be able to disassemble and reassemble the weapon.

4) The Town will provide ammunition for use in the approved semi-automatic weapons.

25.7 A Labor/Management Safety Committee will meet, as needed, to address issues involving employees' safety, accident prevention, etc. Labor Representatives shall not be considered on duty and thus are not entitled to compensation when attending such meetings.

25.8 Any bargaining unit member who retires from the Bay Harbor Police Department with twenty (20) years or more of service shall be presented with and receive his/her retiree badge and their service issued handgun.

ARTICLE 26. LAW ENFORCEMENT TRAINING

26.1 Every employee shall be provided mandatory in-service training as required by Florida Statute Section 943.135. Time spent at such training shall be treated as regular duty hours.

26.2 The Town agrees to schedule two (2) days per year for range qualification. The costs of ammunition and range fees are to be paid by the Town.

26.3 A bargaining unit employee assigned to range qualification on his/her days off shall be paid eight (8) hours straight time unless such range qualification is assigned within (1) one hour or less of his/her regularly scheduled shift. In such cases, the employee shall be paid a minimum of three (3) hours at the overtime rate. An officer who is assigned to fire at the range on his/her regularly scheduled workday while not actively on duty will be paid a minimum of two (2) hours at the overtime rate of pay. Officers firing while working their regular shift (on duty) are not entitled to any extra compensation. If an officer is assigned to the range during his/her regularly scheduled day off and if such range qualification is not assigned within one hour or less of the end of the officer's scheduled shift, he/she shall receive eight (8) hours straight pay. If an officer is assigned to the range during his/her regularly scheduled day off within one (1) hour or less of his/her regular shift, the officer shall receive a minimum of three (3) hours at the overtime rate.

ARTICLE 27. INSURANCE BENEFITS

27.1 The Town shall provide health insurance for all bargaining unit members.

27.2 The Town shall pay the full coverage premium for each bargaining unit member.

27.3 The Town shall pay sixty-five percent (65%) of the premium toward dependent coverage for bargaining unit members who elect to subscribe to such coverage.

27.4 Employees who voluntarily opt out of the Town's health insurance coverage due to coverage eligibility elsewhere shall receive fifty percent (50%) of the monthly health insurance premium paid by the Town for individual HMO coverage. This will be paid to the employee on a monthly basis.

27.5 The Town shall pay three hundred and seventy-five dollars (\$375.00) per month for each bargaining unit member who retires after October 1, 2005 ("Retirees"), under the normal retirement criteria set forth in the police officers' pension plan until such time as the Retiree reaches age 65. These three hundred and seventy-five dollars (\$375.00) shall be used by the Retiree to pay for his/her health insurance premium. In order to qualify for this benefit, Retirees will be required to complete an annual affidavit certifying that they are not receiving other moneys to pay for their health insurance premiums.

27.6 The Town shall provide each bargaining unit member with fifty thousand dollars (\$50,000.00) in life insurance coverage. The Town shall pay the full cost of the premium.

ARTICLE 28. WAGES

28.1 Employees shall be paid as follows:

A. Covered employees in the rank of officers shall be paid as follows effective the first pay period following the beginning of each fiscal year (October 1, 2014, 2015, 2016):

- 1st year (2014-2015) – 1% pay increase, retroactive to October 1, 2014,
- 2nd year (2015-2016) – 1% pay increase,
- 3rd year (2016-2017) – 1% pay increase.

B. Covered employees in the ranks of Sergeants and Lieutenants shall be paid as follows effective the first pay period following the beginning of each fiscal year (October 1, 2014, 2015, 2016):

- 1st year (2014-2015) – 2% pay increase, retroactive to October 1, 2014,
- 2nd year (2015-2016) – 2% pay increase,
- 3rd year (2016-2017) – 2% pay increase.

28.2 Longevity Increases - After completing ten (10) years of service, employees' base salaries shall be increased by five percent (5%). After completing twelve (12) years of service, employees' base salaries shall be increased by five percent (5%). After completing fifteen (15) years of service, employees' base salary shall be increased by another five percent (5%). After completing twenty (20) years of service, employees' base salaries shall be increased by five percent (5%). After completing thirty (30) years of service, employees' base salaries shall be increased by five percent (5%).

28.3 Employees assigned to a position of detective will receive an annual clothing allowance of six hundred and fifty dollars (\$650.00) which will be paid on a quarterly basis.

28.4 Employees shall receive a twenty (\$20.00) dollar bi-weekly law enforcement allowance/reimbursement.

28.5 Employees who are assigned and work the midnight shift shall be paid a three percent (3%) night differential for hours worked between 10 p.m. and 6 a.m.

28.6 Employees assigned to work as detectives shall receive a five percent (5%) differential.

28.7 Employees not assigned to the position of detective shall receive an annual clothing allowance of two hundred (\$200.00) dollars annually to be paid in the last check of the calendar year.

28.8 Employees appointed to the rank of Corporal, upon appointment, shall receive an increase in base salary of three percent (3%).

ARTICLE 29. PENSION

29.1 The town agrees to take the appropriate steps to implement the following benefits to the Police Officer Pension Plan ("Plan") as soon as practicable:

29.1.1 Effective October 1, 2005, employee contribution shall be seven percent (7%) of earnable compensation to the Plan and effective October 1, 2006, employee contribution shall be eight percent (8%) of earnable compensation to the Plan.

29.1.2 The pension multiplier for creditable service rendered on or after October 1, 2014 shall be equal to three point five percent (3.5%) of the monthly average final compensation multiplied by the number of years of creditable service. Bargaining unit employees who elect to receive this benefit shall be required to pay the full eight percent (8%) employee contribution for those years of service. The town agrees to allow the employee up to thirty-six (36) months to pay total eight percent (8%) contribution.

29.2 The employees' pension benefit shall be based on their best three (3) years of service.

29.3 Employee's shall fully vest in the pension plan after five (5) years of credible service.

29.4 The Town agrees to take the appropriate steps to modify the current plan and implement a Deferred Retirement Option Program (hereafter referred to as "DROP") as soon as practicable. Upon the execution of this Agreement a committee shall be established for the purpose of initiating a DROP. This committee shall consist of three (3) members: One (1) member to be designated by the Town, one (1) member to be designated by the PBA and one (1) member to be designated pursuant to the mutual agreement of the two initial members designated by the Town and the PBA.

A DROP shall be adopted and administered by the Retirement Board. Participation in the DROP shall be limited to five (5) years. The five (5) year participation period shall be measured from actual retirement of the Participant. Upon entering the DROP, a participant shall elect whether the earnings credited to the Participant's DROP account shall be the actual net investments return realized by the Plan (determined quarterly). Thereafter, on or before December 1st of each year, Participants shall make an annual irrevocable investment election

for the following calendar year between the actual net investment return realized by the Plan. Investment elections shall be in writing and submitted to the Retirement Board. If a Participant fails to timely submit a written investment election to the Retirement Board, the default investment election for the Participant's DROP account will be the prior year's selection. The DROP shall contain such other terms and conditions as the Retirement Board deems necessary and appropriate for proper administration of the DROP.

29.5 The Town further agrees to take the appropriate steps to modify the current plan to permit members to purchase up to four (4) years of prior police or military service. The members shall be responsible for the full cost of any years purchased.

Continuous employment shall also include credit for military service occurring prior to a Participant's employment with the Town as well as prior service as a police officer for some other employer as long as the Participant is not entitled to receive a benefit for such other prior service as a police officer provided that the Participant contributed to the Fund the sum that he would have contributed, based upon his salary and the employee contribution rate in effect at the time the service credit is requested, had he been a Participant of the Plan for the years or fractional parts of years for which he/she is requesting credit plus any amounts actuarially determined such that the crediting of service does not result in any cost to the Fund plus the payment of costs for all professional services rendered to the Board in connection with the purchase of years of service. Payment by the Participant of the required amount shall be made within six (6) months of his/her request for credit, but not later than the retirement date, and shall be made in one lump sum payment upon receipt of which service credit shall be given. Multiple requests to purchase service pursuant to this sub-section may be made at any time prior to retirement.

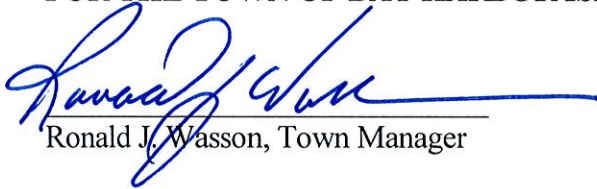
ARTICLE 30. TERM OF AGREEMENT

30.1. This Agreement shall become effective immediately after ratification by the Association and approval by the Town Council, and shall remain in effect until September 30, 2017 or until a successor Agreement is ratified by the parties.

30.2 It is agreed and understood that this Agreement constitutes the whole Agreement between the Town and the Association, and that after a majority vote of those bargaining unit members voting on the question of ratification and, thereafter, upon the approval of the Town Council, shall become effective indicated in 30.1 above.

30.3 Agreed to this day 16th of SEPTEMBER, 2015, between the respective parties through an authorized representative(s) of the Town and the Association.

FOR THE TOWN OF BAY HARBOR ISLANDS:

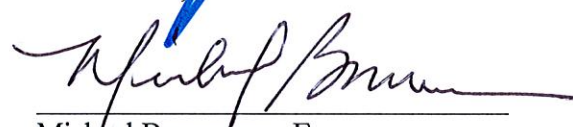


Ronald J. Wasson, Town Manager

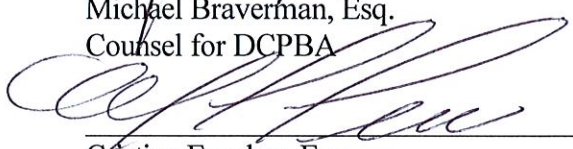
FOR THE DADE COUNTY POLICE BENEVOLENT ASSOCIATION:



John Rivera, President



Michael Braverman, Esq.
Counsel for DCPBA



Cristina Escobar, Esq.
Counsel for DCPBA

SCHEDULE A

PAY PLAN EFFECTIVE FROM OCTOBER 1, 2014 THROUGH SEPTEMBER 30, 2015

POLICE OFFICER SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

SERGEANT SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

LIEUTENANT SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

SCHEDULE B

PAY PLAN EFFECTIVE FROM OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016

POLICE OFFICER SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

SERGEANT SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

LIEUTENANT SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

SCHEDULE C

PAY PLAN EFFECTIVE FROM OCTOBER 1, 2016 THROUGH SEPTEMBER 30, 2017

POLICE OFFICER SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

SERGEANT SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

LIEUTENANT SALARY SCHEDULE

Step	Salary
Step 1	
Step 2	
Step 3	
Step 4	
Step 5	
Step 6	
Step 7	

AGENDA ITEM REPORT

November 28, 2022

ITEM NUMBER: 13.

ITEM: Discussion and **Possible** action authorizing the Town Manager to issue RFP's as necessary to solicit partners for The Children's Trust Youth Development Grant response.

DESCRIPTION:

The Town has retained Lakeesha Morris from Belltower Consulting to assist with the response to the Notice of Funding Availability (NOFA) issued by The Children's Trust for Youth Development Services. Joel Jacobi is working together with Lakeesha Morris in drafting the response to the NOFA. As part of the grant component, the Trust encourages partnerships with various entities in order to enrich the educational and recreational experience for the children who will be enrolled in the grant-funded program. In order to fulfill grant requirements and enhance the proposed programming, the Town may be issuing various RFP's within the coming months in order to solicit program partners.

RECOMMENDED ACTION:

Approval

FINANCIAL ANALYSIS:

Grant funded

BUDGET IMPACT:

Submitted By: Jenice Rosado, Assistant Town Manager

ATTACHMENTS

None

AGENDA ITEM REPORT

November 28, 2022

ITEM NUMBER: 14.

ITEM: Cancellation of the December Design Review Board Meeting, introduced by Council Member Bruder.

DESCRIPTION:

The town does not hold regular meetings in the month of December. The Code is being updated to clarify that this applies to the Design Review Board as well. While it is being clarified, the December DRB Meeting should be cancelled.

RECOMMENDED ACTION:

Council's Discretion

FINANCIAL ANALYSIS:

BUDGET IMPACT:

Submitted By: Yvonne Hamilton, Town Clerk
Stephanie Bruder, Council Member

ATTACHMENTS

None